



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**



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June 24, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT FOR
BUSINESS LICENSE FIELD INSPECTION SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that business license field inspection services can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chairman to sign an agreement (Attachment I) with Nuñez & Associates, Inc. for a term of one (1) year at an annual maximum cost of \$100,000, for the provision of business license field inspection services, at the rate of \$25.80 per inspection, for the Treasurer and Tax Collector's Revenue Enforcement Division.
3. Authorize the Treasurer and Tax Collector to execute four (4) one-year renewal options and six (6) month-to-month extensions, at the option of the Treasurer and Tax Collector.
4. Authorize the Treasurer and Tax Collector to execute amendments to increase the contract sum by no more than 15% annually based on increased workload or special projects, if applicable.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Treasurer and Tax Collector (TTC) currently contracts with Nuñez & Associates, Inc., a private agency, to provide field inspection services to determine if businesses have current valid business licenses and are in operational compliance with Los Angeles County Code requirements. The proposed contract will replace the current contract, which will expire on August 2, 2004. Title 7, of the Los Angeles County Code, requires persons conducting, engaging in, and managing specified types of business activities in the unincorporated areas of Los Angeles County to obtain a business license and observe certain regulations pertaining to those business activities. Pursuant to the Code, the TTC is required to issue the licenses and enforce regulations pertaining to the business activities. TTC has contracted for the provision of business license field inspection services since 1989.

This recommendation is submitted based upon a finding that the provision of business license field inspection services can be performed more economically by an independent contractor. The recommended contract award is needed to continue the provision of business license field inspection services.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of fiscal responsibility and organizational effectiveness.

FISCAL IMPACT/FINANCING

The maximum contract amount for the first year is \$100,000, which represents an estimated cost savings of \$36,276 (26.62%) over the estimated County cost (including start-up costs) to perform similar services for the first year. These cost savings are calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines (Attachment II). The proposed contract does not include any cost-of-living increases.

Funding has been included in 2004-2005 adopted budget. Funds required for subsequent fiscal years will be included in each year's budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 44.7 of the County Charter and Los Angeles County Code Section 2.121.250, proposals were solicited for the provision of business license field inspection services. The RFP included the Contract Solicitation Protest Policy adopted by the Board of Supervisors on March 30, 2004. All requirements of County Code Section 2.121.380 have been met. On final analysis and consideration of an

award, the contractor was selected without regard to gender, race, color, creed, or national origin.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractor is exempt from the Living Wage Program under the Small Business provision of the Living Wage Ordinance. In addition, the contractor agrees to notify and assist its employees with the Federal Earned Income Tax Credit application process and is required and has agreed to consider qualified GAIN/GROW participants for employment openings, and comply with the Jury Duty Ordinance, the Safely Surrender Baby Law and the County's Child Support Compliance Program.

The contract includes all currently required provisions and has been properly executed by the contractor. County Counsel has approved this contract as to form and content.

CONTRACTING PROCESS

On May 14, 2004 RFPs were mailed to one hundred and sixty-five (165) prospective proposers listed in Attachment III, which consisted of TTC's proposer's list, vendors from the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database, Los Angeles County's online website of vendors by commodity, and the State of California's, Department of General Services Directory. In addition, a notice of the RFP was posted on the Los Angeles County Bid Website. The proposer's CBE information is summarized on the attached document (Attachment IV). A Mandatory Proposer's Conference was held Friday, May 21, 2004 with eleven (11) firms attending. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Proposal submission due date was extended from Friday, June 11, 2004 to June 14, 2004 due to the Board adopted National day of mourning.

TTC received four proposals from: CBIZ Accounting, Tax & Advisory of Orange County, Inc. (CBIZ), Millennium Financial Corporation (Millennium), Nuñez & Associates, Inc. (Nuñez), and Yoakum Investigations (Yoakum). Proposals were rated on the following criteria: 1) Proposer's Qualifications; 2) Proposer's Approach to Providing Required Services; 3) Quality Control Plan; and 4) Cost.

TTC has selected Nuñez, the highest rated, most responsive and responsible proposer, with the second lowest proposed cost for recommendation to the Board of Supervisors for the Contract award. The Nuñez proposal received the highest overall rating and was very strong in the following areas: demonstration of their knowledge, skills, and experience for providing the required services, provision of detailed descriptions of how they would perform business license field inspection services, demonstration of their

clear understanding of services requested, and provision of a comprehensive Quality Control Plan.

Additionally, TTC reviewed available resources to assess and evaluate the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. The State Labor Commissioner's Office reports finding no labor/wage violations for Nuñez. Nuñez is exempt from the LWP but does provide an hourly wage in excess of \$9.46 per hour. Nuñez also provides employees with ten (10) annual vacation days, seven (7) paid holidays on an annual basis, five (5) sick days per year, and a minimum of five (5) days of regular pay for actual jury service for full-time employees. The Proposition A Contracting – Employee Wages & Benefits form summarizing and comparing the Contractor's wages and benefits to those of the County is attached (Attachment V).

IMPACT ON CURRENT SERVICES

Approval of the recommended contract will ensure uninterrupted business license field inspection services.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board of Supervisors to return two (2) signed originals of the contract and one (1) adopted stamped Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:evt

Attachments (5)

c: Executive Office, Board of Supervisors
Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NUÑEZ & ASSOCIATES, INC.

FOR

**BUSINESS LICENSE FIELD INSPECTION
SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NUÑEZ & ASSOCIATES, INC.
FOR
BUSINESS LICENSE FIELD INSPECTION SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2004 by and between the County of Los Angeles, hereinafter referred to as County and NUÑEZ & Associates, Inc., hereinafter referred to as Contractor, is located at 1440 N. Harbor Blvd., Suite 800, Fullerton, CA 92835.

RECITALS

WHEREAS, the County may contract with private businesses for Business License Field Inspection Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Business License Field Inspection Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Business License Field Inspection Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Intentionally Omitted
- 1.9 EXHIBIT I - Jury Service Ordinance
- 1.10 EXHIBIT J - Safely Surrendered Baby Law
- 1.11 EXHIBIT K - Living Wage Ordinance *
- 1.12 EXHIBIT L - Monthly Certification for Applicable Health Benefit
Payments *(Distributed to awarded Contractor only)
- 1.13 EXHIBIT M - Payroll Statement of Compliance *

*** Prop A - Living Wage Program**

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work, Exhibit A.
- 2.3 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Monitor.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Title 7:** County of Los Angeles Business License Code
- 3.0 WORK**
- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 4.0 TERM OF CONTRACT**
- 4.1 The term of this Contract shall be for one (1) year commencing August 3, 2004, and after execution by County's Board of Supervisors or, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the option to extend the Contract term for up to four (4) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option shall be exercised at the sole discretion of the Treasurer and Tax Collector.

- 4.3 Contractor shall notify Treasurer and Tax Collector when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Treasurer and Tax Collector at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for the provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$100,000 for the first year of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Treasurer and Tax Collector at the address herein provided in *Exhibit E*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such

payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule, to include at a minimum, type of inspection, quantity, and rate.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- *Exhibit L - Monthly Certification for Applicable Health Benefit Payments*
- *Exhibit M - Payroll Statement of Compliance*

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Treasurer and Tax Collector
500 West Temple Street
Fiscal Services - Accounts Payable, Room 464
Los Angeles, California, 90012

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraph are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names, addresses, or other contact information shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Contract Monitor

The responsibilities of the County's Contract Monitor include:

- meeting with Contractor's Contract Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Contract Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

In addition, the County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 Contractor's Contract Manager is designated in *Exhibit F*. The Contractor shall notify the County in writing of any change in the name, address, or other contact information of the Contractor's Contract Manager.

7.1.2 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Manager and Contract Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1 All Contractor employees performing work under this Contract may be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.
- 7.4.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 7.4.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 7.4.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.

7.4.5 Disqualification, if any, of Contractor employees, pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Paragraph 7.4 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Paragraph 7.0, Administration of Contract - Contractor of this Appendix A, Contract.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G1, and return completed form within three (3) business days to TTC.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G2, and return completed form within three (3) business days to TTC.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Treasurer and Tax Collector. Any unapproved assignment or delegation shall be null and void. Any payments by the Treasurer and Tax Collector to any approved delegate or assignee on any claim under this Contract shall be

deductible, at Treasurer and Tax Collector's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Treasurer and Tax Collector's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term of Contract, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Contract Administrator.

- 8.4.2 For any change which affects the scope of work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Treasurer and Tax Collector.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Treasurer and Tax Collector.
- 8.4.4 The Treasurer and Tax Collector may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.4.5 For any change which affects the term of Contract or Contract Sum included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of Supervisors, except that Treasurer and Tax Collector is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular Contract year based on an increase in work volume or special projects. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported

by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the

lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit K* and incorporated by reference into and made a part of this Contract.

8.9.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-section, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.9.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit L and Exhibit M*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.9.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim

pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.9.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-section, the County shall have the rights and remedies described in this Sub-section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring

report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such

breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.9.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.9.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.9.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or

- b. Fails to meet any other County requirement for employees of a Contractor.
- 3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

8.9.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict

of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the

hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 INTENTIONALLY OMITTED

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has

become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions

of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of

Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement"*, Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement"*, Exhibit G2.

8.24 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (hereafter in this Paragraph 8.24 "County ") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal fees, accounting and other expert, consulting or professional fees, in any way arising from or related to claims and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to Contractor, Contractor's agents', employees' or subcontractors' acts or omissions in the performance of services or provision of products hereunder, including, without limitation, any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or subcontractors pursuant to this Contract.

8.25 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and

shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

15 business days prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best

rating of not less than A:VII unless otherwise approved by the County.

8.25.3 Failure to Procure and Maintain Insurance and Performance Bond:

Failure by Contractor to procure and maintain the required insurance and surety bond, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract, upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, deduct from the sums due to Contractor any premium costs advanced by County for such insurance.

8.25.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.25.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to

comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.6 Insurance Coverage Requirements for Subcontractors:

All subcontractors performing work under this Contract shall be subject to the insurance requirements of this Contract and shall be maintained at no cost to County. Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.26 INSURANCE COVERAGE REQUIREMENTS

8.26.1 General Liability insurance written on ISO policy form CG 00 01

or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.26.3 Workers’ Compensation and Employers’ Liability Insurance

providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
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Disease - policy limit: \$1 million

Disease - each employee: \$1 million

8.26.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby

agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in Sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.29 when so requested by the County.

- 8.29.7 If the County finds that any provisions of this Sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict Treasurer and Tax Collector from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Monitor and/or County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Monitor or County Contract Administrator

is not able to resolve the dispute, the Treasurer and Tax Collector, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving five (5) business days' prior written notice thereof to the other party. The Treasurer and Tax Collector shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 INTENTIONALLY OMITTED

8.37 INTENTIONALLY OMITTED

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.39.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.40 PUBLICITY

8.40.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.41.4 Financial Statements:** Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of

Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.42 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.43.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel,

including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.43.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.43.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Treasurer and Tax Collector – Contracting Unit
500 West Temple Street, Room 464
Los Angeles, California, 90012
e-mail address: ttccontr@co.la.ca.us
fax # (213) 687-4857

before any subcontractor employee may perform any work hereunder.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract

pursuant to Sub-paragraph 8.46 - Termination for Default. And pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

8.45.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) business days written notice after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.41, Record Retention & Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

8.46.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to

demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.46.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.46.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-section.

8.46.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the

terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.46.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.46, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.46, or that the default was excusable under the provisions of Sub-paragraph 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.45 - Termination for Convenience.

8.46.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.46.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.46.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Treasurer and Tax Collector, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.24 - Indemnification.

- 8.46.6 The rights and remedies of the County provided in this Sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

- 8.47.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.47.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 8.47.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.48 TERMINATION FOR INSOLVENCY

- 8.48.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the

meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.48.2 The rights and remedies of the County provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.51 USE OF COUNTY SEAL AND TTC'S LOGO

Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

8.52 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.53 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.54 WARRANTY AGAINST CONTINGENT FEES

8.54.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.54.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR:

By _____
Signature

Elena G. Nuñez

President, NUÑEZ & Associates, Inc.

(AFFIX CORPORATE SEAL HERE)

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Principal Deputy County Counsel

**CONTRACT FOR
BUSINESS LICENSE FIELD INSPECTION SERVICES**

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EXHIBIT A

STATEMENT OF WORK

**EXHIBIT A
STATEMENT OF WORK**

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Treasurer and Tax Collector (TTC) is soliciting proposals from qualified contractors for the provision of various types of business license field inspections and database update services to be conducted in, but not limited to, the unincorporated areas of Los Angeles County. Title 7 of the Los Angeles County Code (County Code), requires persons conducting, engaging in, and managing specified types of business activities in the unincorporated areas of Los Angeles County, to obtain a business license and observe certain regulations pertaining to those business activities. The types of business activities requiring licenses are set forth in this Statement of Work (SOW), along with definitions of what constitutes each type of activity (Attachment I). The TTC is required, per the County Code, to issue the licenses and enforce the regulations pertaining to the business activities.

The TTC's enforcement activities include identifying any unlicensed or inappropriately licensed business activities, businesses with invalid or expired licenses, and businesses that are not in operational compliance with the specific provisions of the license and/or County Code requirements. Such enforcement is performed through in-house administration, field inspections of specific businesses, and area sweep operations, which are conducted with the assistance of other County departments or governmental authorities.

Background

Business licenses are obtained by completing a standard application and obtaining the approval of other County or government agencies as appropriate, as well as submitting the application to the TTC with the required fee and any additional data required pursuant to the applicable County Code. The TTC then processes the application, which may include taking pictures and preparing diagrams, performing field

inspections to determine compliance with County Code regulations, verifying required data, and other similar activities. In addition, some types of business activities require hearings by the Business License Commission prior to the approval of a license. For some businesses, filing of an application and obtaining the resultant TTC receipt constitutes a temporary business license (Attachment II).

If the application process has been successfully completed, the TTC issues a business license to the licensee. A sample license is shown in Attachment III of this SOW. Licenses are good for one year (except licenses for charitable purposes which are good for not more than 5 days), for the specific activity at only the stated location, excepting certain individuals and/or itinerant businesses, and only for the stated licensee. In addition, the license may contain special conditions that must be met for the license to be valid. Licenses are renewable with the submission of a renewal bill and the appropriate fees to TTC.

In the event a person is engaged in more than one business activity that requires a license, he/she is deemed to be engaging in the additional activities separately and is required to obtain licenses for all of the other activities.

2.0 CHANGES IN WORKLOAD, GEOGRAPHICAL AREA, AND BUSINESS LICENSE FIELD INSPECTION REQUIREMENTS

2.1 Changes in Workload Levels and Geographical Area

The Contractor should be aware that workload levels for Business License Field Inspections might increase or decrease within different areas of Los Angeles County. TTC does not assume to be able to make any claims to predict or guarantee the exact workload levels, or size of the geographical area for Business License Field Inspections in the future. A current list of unincorporated communities and incorporated Cities (identified by asterisks ***) licensed by Los Angeles County with corresponding zip codes has been provided for your information (Attachment IV). In addition, for the Contractor's benefit, TTC has provided an average of the number of

monthly referrals for each type of inspection, based on information from the most recent 12-month period (Attachment V). These numbers may not reflect future workload levels.

2.2 Changes in Business License Field Inspection Requirements

Business License Field Inspection requirements may change for specific business activities based on amendments to Title 7 of the County Code. In addition, specific business activities may be added or deleted from the County Code. TTC will advise the Contractor of any code amendments and any resultant changes to the Field Inspection activities. The Contractor will be required to incorporate these changes into the Business License Field Inspection activities whenever these amendments occur. If the amendment of the County Code requires major changes in the scope of work as defined in the contract, amendments to the contract may be negotiated and, if required, approved by the Board of Supervisors.

3.0 FIELD INSPECTION ACTIVITY AND TECHNIQUES

TTC will issue Field Inspection referrals, as indicated in the sections of this SOW, applicable to the specific services the Contractor will be providing, a sample multi-part carbonless Field Inspection referral report is provided (Attachment VII). The Contractor shall, within the time frames specified in the applicable sections, schedule a Field Inspection and complete the required Field Inspection Report (Attachment VII) for each inspection, which shall be provided by TTC. From time-to-time, Contractor may, upon special request of TTC, be required to schedule and complete a Field Inspection within one day. Such occurrences are expected to be infrequent, however, they are required.

The Contractor's personnel shall be properly attired and conduct themselves in a professional and courteous manner, and perform the required services in accordance with the TTC's Training and Field Manual and specifications set forth in this SOW. Any question as to the propriety of techniques to be utilized by the Contractor's personnel shall be submitted to the TTC Contract Administrator by a telephone call and confirmed in writing within two (2)

business days. The TTC Contract Administrator will provide a verbal response to the Contractor within one (1) business day, followed by a written confirmation within five (5) business days, as to the use of such techniques by the Contractor, and such decision shall be final and binding.

4.0 REQUIRED REPORTS AND INVOICES

The Contractor is required to submit and retain copies of the required reports set forth in the sections of this RFP applicable to the services Contractor is providing. In addition, Contractor shall submit a monthly invoice to TTC summarizing, by type, the number of field inspections referred, number completed, and number outstanding. The invoice shall also identify the dollar amount due for that period in accordance with the terms of the contract. The monthly invoice shall be submitted to the County by the 15th day calendar day of the month following the month of service as indicated in Contract, Appendix A, Paragraph 5.5 Invoices and Payments, Sub-paragraph 5.5.4.

If a site has multiple licenses, the Contractor shall perform a field inspection for all licensed activities at the site and will be compensated at a single rate, as designated in the Schedule of Prices, (*Exhibit B*), for the license that required the highest level of inspection services. The Contractor shall submit to TTC a monthly Master Activity Report no later than the fifteenth (15) calendar day following the close of each month. The report shall be submitted with the monthly invoice described above. TTC will prescribe the manner and form to be utilized for the Master Activity Report prior to the commencement of the contract; however, the minimum elements of such report will include the following: contract employee name and number, name of business, name of business owner, business name and address, date of activity, length of time of the visit, and information regarding compliance.

5.0 COMPLAINTS

The Contractor shall notify the TTC Contract Administrator immediately of any public complaints and shall provide the TTC Contract Administrator with a copy of any and all letters of complaint within two (2) business days of receiving such complaint. TTC's Contract Administrator shall provide the Contractor with a notice of complaint received by TTC within five (5)

business days of receipt. The Contractor shall investigate and provide a written report to the TTC Contract Administrator of the disposition of each complaint within two (2) business days. Minimum elements of the complaint report will include a statement of the complaint, results of Contractor's investigation of the complaint, identification of the Contractor personnel involved, and a positive statement of the corrective action taken to avoid a recurrence of such complaint in the future. The TTC, in its sole discretion, reserves the right to have any Contractor employee removed immediately from further servicing of the TTC's contract. Contractor shall be responsible for maintaining a Master Complaint Log (Log) in the manner and form to be prescribed by TTC prior to the commencement of the contract. This Log will be subject to review by TTC.

6.0 QUALITY CONTROL

The Contractor shall establish, maintain, and utilize a comprehensive written Quality Control Plan to ensure the requirements of the Contract are met, and assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review on the Contract start date and as changes occur. The plan shall include, but may not be limited to the following:

- 6.1 Method of monitoring to ensure that Contract requirements are being met covering all the items listed on the Performance Requirements Summary Technical Exhibit 2. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often the monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring;
- 6.2 The methods used by the Contractor for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with the Contract.
- 6.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between

identification and completed corrective action, shall be provided to the County upon request.

- 6.4 The method for assuring that confidentiality of information is maintained while in the care of the Contractor.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan on not less than an annual basis.

7.1 Meetings

Contractor shall meet with the County Contract Manager as often as necessary, as determined by the County Contract Administrator. Failure to attend will cause an assessment of fifty dollars (\$50.00) per occurrence.

7.2 Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within ten (10) business days.

7.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 DEFINITIONS

- 8.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 8.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 8.3 Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 8.4 County:** County of Los Angeles
- 8.5 County's Contract Administrator:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Contract Manager.
- 8.6 County's Contract Manager:** Person designated by County's Contract Administrator to manage the operations under this Contract.
- 8.7 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 8.8 Title 7:** County of Los Angeles Business License Code

9.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

9.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 7.0, Administration of Contract, Appendix A, Contract. Specific duties will include:

- 9.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

9.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

9.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

9.2 Furnished Items

TTC will issue Field Inspection referrals, as indicated in the sections of this SOW, applicable to the specific services the Contractor will be providing. TTC will include identification of the type of inspection(s) required on the Field Inspection referral(s), a sample Field Inspection referral report is provided (Attachment VI). The Contractor shall, within the time frames specified in the applicable sections, schedule a Field Inspection, and for each inspection complete the required Field Inspection Report (Attachment VII) provided by TTC. For Photo and Diagram referrals, TTC will provide the required Photo and Diagram Field Report (Attachment VIII).

CONTRACTOR

9.3 Contract Manager

9.3.1 Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager during normal work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with TTC personnel designated to discuss the operation of the contract. In the event Contract Manager is not available the alternate shall be available to act on behalf of the Contract Manager.

9.3.2 Contract Manager shall act as a central point of contact with the County. Contract Manager must have at least three (3) years of previous related experience.

9.3.3 Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

9.4 Trainer

9.4.1 Contractor shall designate an individual to act as a Trainer for the Contractor's field personnel. The Trainer may be the same person as the Contract Manager. The Contractor will provide TTC with the name, address, and telephone number of the Trainer at the time the contract is executed and as changes occur during the term of the contract. The Contractor shall make such notice no later than five (5) business days after a change occurs and shall include a current resume for the new Trainer. TTC shall have the sole right to approve the assignment or replacement of any Trainer or alternate recommended by the Contractor. Replacement staff and alternates are also subject to the background investigation requirements discussed in Sub-paragraph 9.5.10.

Upon execution of the contract, TTC will orient and provide Contractor's Trainer with one Business License Training and Field Manual. Thereafter, Contractor shall be responsible for all subsequent orientations and training of Contractor's Trainers at the Contractor's own expense, and continuing in-service training for all employees. It is the Contractor's and Trainer's responsibility to appropriately train all of Contractor's field personnel in accordance with the TTC's requirements PRIOR to such time that the field personnel commence their duties with regards to this contract.

9.5 Field Personnel

The Contractor is responsible for providing, training, and supervising Field Inspectors to perform the Field Inspection Services required under the contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor

who is assigned to the contract, who in the sole opinion of the TTC is unsatisfactory, shall be removed servicing the TTC's contract immediately upon request of the TTC Contract Administrator.

- 9.5.1 Contractor shall assign a sufficient number of employees to perform the required work. They must be fluent in speaking and writing English. Bilingual capabilities are desirable in certain areas. At least one Field Inspector must be fluent in Spanish.
- 9.5.2 All Contractor employees must possess basic reading and writing skills for note taking and completing report forms, and have the ability to accept responsibility and work independently.
- 9.5.3 All Contractor employees must have the ability to work and communicate effectively with the public and other operating personnel. They must possess good customer service skills and be able to use good judgment and discretion when dealing with the public.
- 9.5.4 At least one employee on situs shall be authorized to act for Contractor in every detail.
- 9.5.5 All Contractor employees must be able to complete compliance inspections of businesses by referring to inspection checklists and inspect for appropriate, valid, and current licensing for all types of business activities conducted on the business premises and in the field.
- 9.5.6 Contractor employees may be required to take photographs with a camera with an electronic flash, measure distances and take measurement readings from a tape measure, draw and read simple diagrams of interior and exterior floor plans of business premises.
- 9.5.7 All Contractor employees must have a valid California Driver's License, must be at least twenty-one (21) years

of age, in good physical condition, and must be able to carry out the requirements of the job.

9.5.8 All Contractor employees must be dressed and groomed in a business-like manner appropriate to their duties.

9.5.9 All Contractor employees must have at least one (1) year of experience in performing field interviews and associated data gathering activities.

9.5.10 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

9.6 Unsuitable Conduct of Field Inspection Personnel

Contractor shall ensure a high standard of conduct of its field inspection personnel. The following is conduct deemed unsuitable, but is not limited to:

- Smoking during field inspections
- Eating during filed inspections

- Indiscreet conduct or actions
- Wearing of headphones
- Rude or inconsiderate behavior
- Use of obscene or profane language
- Threat of violence or other criminal means to harm the physical person or property of any person
- False or misleading statements or representations
- Accepting payments, gratuities, or goods from said businesses
- Accompanied by unauthorized personnel on inspections

9.7 Identification Badges

9.7.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge acceptable to TTC, identifying employee by name, identification number, physical description, and name of Contractor, a statement, which identifies the person as a Contractor for the Los Angeles County Business License Field Inspection Services, and TTC's telephone number. The format and content of the badge is subject to the TTC's written approval prior to the Contractor implementing the badge's use. Such badge shall be displayed prominently on employee's upper part of their body at all times he/she is on County designated property and during the course of their Field Inspection Services.

9.8 Materials and Equipment

The purchase of all supplies, materials, equipment, and vehicles necessary to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

9.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through

Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

10.0 HOURS/DAYS OF WORK

Contractor is to provide Business License Field Inspection Services Monday through Friday, between the hours of 8:00a.m to 5:00p.m. (Pacific Time) and as needed services pre-approved by County Contract Administrator. Contractor is not required to work on County recognized holidays; County will provide a list of County-recognized holidays prior to commencement of the Contract.

11.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide various types of business license field inspections and database update services to be conducted in, but not limited to, the unincorporated areas of Los Angeles County. The County has the sole discretion to add and/or delete services, which are deemed in the best interest of the County. Where applicable, the County shall provide referral(s) via hard copy and electronic version. In addition, the County may provide an electronic version of the master listing of the County of Los Angeles Business Licenses. Following are the four (4) categories that are currently utilized for Business License Field Inspection Services:

- General Inspections
- General Inspection Plus
- High Profile Inspections
- Photographs and Diagrams

11.1 General Inspections

The business activities designated in Sub-paragraph 11.1.1, Specific Business Classifications, do not have specific regulations to comply with other than the general provisions of the County Code, which are that the activity is licensed and such license is appropriate, current

and valid. General Inspections, consisting of the standard inspection procedures indicated in Sub-paragraph 11.1.2, Standard Field Inspection Procedures, will be required for licensed business activities in the classifications and at the frequencies designated in Sub-paragraph 11.1.1, Specific Business Classifications. TTC will refer the individual businesses to the Contractor with a Field Inspection referral report via hard copy and electronic version. Referral information will include the business name, address, classification of business activity, expiration date of the current license, and the owner's or licensee's name.

TTC may make referrals to the Contractor approximately every 4-6 weeks, as referrals are available. The Contractor will be required to complete the field inspections for all referrals and complete a Field Inspection Report (Attachment VII) for each inspection, within thirty (30) calendar days of the date TTC makes the referral, unless otherwise specified.

Contractor shall submit the original and one copy of the completed Field Inspection Report to TTC daily as completed, **only for those businesses with no license, closed businesses, businesses with invalid licenses, and businesses not in compliance with the County Code requirements.** TTC may request that all other completed Field Inspection Reports be submitted on a monthly basis. Contractor's record retention requirements are set forth in Paragraph 8.41, Record Retention and Inspection/Audit Settlement, of Appendix A, Contract.

11.1.1 Specific Business Classifications

Listed below are specific business classifications that will require General Inspections. For the General Inspections monthly average of the last twelve (12) month period, refer to Attachment V. The definitions of the following business activities are set forth in Attachment I.

- APARTMENTS

- BOARDING HOUSE
- BOTTLING WORKS
- BOTTLE WASHING FACILITY
- BOWLING ALLEY*
- COLD STORAGE WAREHOUSE
- COIN OPERATED GAME*
- COIN OPERATED PHONOGRAPH*
- FERTILIZER PLANT
- FOUNDRY
- FUNERAL ESCORT BUSINESS
- HAY, GRAIN & FEED DEALERS
- HOG RANCH
- HORSE MEAT
- LAUNDERETTE
- LIVERY STABLE
- LUMBERYARD OR SAWMILL
- OIL TOOL EXCHANGE
- OFF ROAD VEHICLE TRACK
- PICNIC PARK
- NURSERY (PLANT)
- PONY RIDE
- POULTRY DEALER
- PUBLIC EATING– ESTABLISHMENT*
- PUBLIC EATING – FOOD ESTABLISHMENT*
- RENDERING PLANT
- SCHOOL – PRIVATE
- SHOOTING GALLERY
- SKATING RINK
- SWIMMING POOL – PUBLIC
- THEATERS (NOT ADULT)*
- WATER TAXI BOAT

- WATER TAXI OPERATOR
- WEED ERADICATOR

*These sites may have more than one licensed activity.

11.1.2 Standard Field Inspection Procedures for Field Inspector:

1. Enters premises, identify self and shows identification badge.
2. Determines if business license(s) is posted in plain view.
3. If license is visible, performs Step 5.
4. If no license is visible, Field Inspector approaches owner, manager, or other responsible person, and requests to see business license.
5. Reviews business license to determine if:
 - a. License for the same location as premises.
 - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license was issued. If more than one activity requiring a license is engaged in, a separate licenses for each activity is required.
7. Reviews business license(s) to determine if current and valid. For only those businesses identified below, a receipt constitutes a temporary license for sixty (60) days from issuance, or final determination of the license application (whichever occurs first), unless TTC extends it for an additional thirty (30) days. All other businesses must have a valid license prior to operation. A sample receipt is provided in Attachment II.
 - Apartments
 - Boarding House
 - Bottling Works
 - Bottle Washing Facility

- Cold Storage Warehouse
- Coin Operated Game
- Coin Operated Phonograph
- Fertilizer Plant
- Foundry
- Hay, Grain & Feed Dealers
- Hog Ranch
- Horse Meat
- Livery Stable
- Lumberyard or Sawmill
- Launderette
- Oil Tool Exchange
- Picnic Park
- Plant Nursery
- Pony Ride
- Poultry Dealer
- Rendering Plant
- Swimming Pool – Public
- Weed Eradicator

8. Notes specific incidents of non-compliance on Field Inspection Report if:

- a. Business license is not in plain view.
- b. Business license is not for the premises entered.
- c. Business license is not current and valid.
- d. Owner of business is different than name on license.
- e. Business license is not appropriate for activities engaged in.
- f. Business does not have required license(s) for all activities engaged in.

9. If business has coin-operated games, list names of all games on the specified report.

10. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides a copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

11.2 General Inspection Plus

A General Inspection Plus, consisting of the standard procedures indicated in Sub-paragraph 11.2.2, Standard Field Inspection Procedures, plus additional procedures unique to specific business classifications indicated in Sub-paragraph 11.2.3, Specific Inspection Procedures by Activity, will be required for currently licensed businesses in the classifications designated in Sub-paragraph 11.2.1, Specific Business Classifications. TTC will refer the individual businesses to the Contractor with a Field Inspection referral report via hard copy and electronic version. Referral information will include the business name, address, classification of business activity, expiration date of the current license, and the owner's or licensee's name.

TTC may make referrals to the Contractor approximately every 4-6 weeks, as referrals are available. The Contractor will be required to complete the field inspections for all referrals and complete a Field Inspection Report (Attachment VII) for each inspection, within thirty (30) calendar days of the date TTC makes the referral, unless otherwise specified.

Contractor shall submit the original and one copy of the completed Field Inspection Report to TTC daily as completed, **only for those businesses with no license, closed businesses, businesses with invalid licenses, and businesses not in compliance with the County Code requirements.** TTC may request that all other completed Field Inspection Reports be submitted on a monthly basis. Contractor's record retention requirements are set forth in Paragraph 8.41, Record Retention and Inspection/Audit Settlement, of Appendix A, Contract.

11.2.1 Specific Business Classifications

Listed below are specific business classifications that will require a General Inspection Plus. For the General Inspection Plus monthly average for the last twelve (12) month period, refer to Attachment V. The definitions of the following business activities are set forth in Attachment I.

- FILLING STATION*
- GAME ARCADE*
- HOTEL
- IDENTIFICATION CARDS
- LOCKSMITH
- MOTEL
- MOTOR VEHICLE – RENTAL
- MOTOR VEHICLE REPAIR*
- MOTOR VEHICLE REPAIR – PAINT*
- MOTOR VEHICLE REPAIR – BODY & FENDER*
- PROMOTER & SOLICITOR (CHARITABLE SOLICITATION)
- REBOUND TUMBLING CENTER
- SOLICITOR (PRINCIPAL & INDIVIDUAL)
- SOUND & ADVERTISING VEHICLES
- VACATION CERTIFICATES
- VALET PARKING

* These sites may have more than one licensed activity.

11.2.2 Standard Field Inspection Procedures for Field Inspectors:

1. Enters premises, identifies self and shows identification badge.
2. Determines if business license(s) is posted in plain view.
3. If License is visible, performs Step 5.
4. If no license is visible, approaches owner, manager, or other responsible person, and requests to see business license.

5. Reviews business license to determine if:
 - a. License for the same location as premises.
 - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license was issued. If more than one activity requiring a license is engaged in, a separate license for each activity is required.
7. Reviews business license(s) to determine if current and valid. For only those businesses identified below, a receipt constitutes a temporary license for sixty (60) days from issuance or final determination of the license (whichever occurs first), unless TTC extends it for an additional thirty (30) days. All other businesses must have a valid license prior to operation.
 - Filling Station
 - Hotel
 - Motel
 - Motor Vehicle – Rental
 - Motor Vehicle Repair – Body & Fender
 - Motor Vehicle Repair
 - Motor Vehicle Repair – Paint
 - Rebound Tumbling Center
 - Sound & Advertising Vehicles
8. **Notes specific incidents of non-compliance on Field Inspection Report if:**
 - a. Business license not in plain view.
 - b. Business license is not for the premises entered.

- c. Business license is not current and valid.
 - d. Owner of business is different than name on license.
 - e. Business license is not appropriate for activities engaged in.
 - f. Business does not have required license(s) for all activities engaged in.
9. If business has coin-operated games, list names of all games on the specified report.
10. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides a copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

11.2.3 Specific Inspection Procedures for Field Inspector by Activity :

1. Filling Stations

Code Reference: Chapter 7.90, Section 7.90.120 and 7.90.125.

1. Performs standard field inspection procedures as outlined in Sub-paragraph 11.2.2, Steps 1 through 10.
2. If station's license was issued after June 1990, performs visual inspection of rest rooms to determine compliance with the following County code requirements:
 - a. Permanent, separate facilities for men and women.
 - b. Sinks and toilets in each are suitable for use by the handicapped.
3. Notes any incidents of non-compliance on Field Inspection Report.
4. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field

Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

2. Game Arcade (5 or more coin operated machines)

Code Reference: Chapter 7.90, Sections 7.90.430 through 7.90.500.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Performs visual inspection to determine compliance with requirement that the interior of the arcade, except rest rooms, is visible immediately upon entrance to the premises.
3. Determines if games are “coin operated”, which means that the games are operated by means of a coin, disk, plug, key, or payment of a fee.
4. Prepares list of the names of all games on premises on the specified report.
5. Obtains list of all managers used by licensee, including name, resident address and resident telephone number.
6. Determines if licensee or a manager is on the premises. If a manager is there, request to see their game arcade manager’s license (Step 3), under Sub-paragraph 11.2.2, Standard Field Inspection Procedures for Field Inspectors. Such license must be current and valid.
7. Notes any incidents of non-compliance on Field Inspection Report.
8. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

3. Hotel

Code Reference: Chapter 7.50, Section 7.50.030.

1. Performs standard field inspection procedures as outlined in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Verifies that the business has a current, valid Transient Occupancy Tax Registration Certificate.
3. Notes any incidents of non-compliance on Field Inspection Report.
4. Signs Field Inspection Report obtains signature of Owner/Manager and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

4. Locksmith

Code Reference: Chapter 7.90, Section 7.90.180 through 7.90.200.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Observe business activities to determine compliance with the Code requirement that the locksmith stamp every key made, repaired, sold or given away (except a key merely duplicated from another key) with an identifying number as issued by the TTC. (Compare to serial number series TTC issued to the specific locksmith).
3. Notes any incidents of non-compliance on the Field Inspection Report.
4. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

5. Motel

Code Reference: Chapter 7.50, Section 7.50.030.

1. Performs standard field inspection procedures as outlined in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Verifies that business has a current, valid Transient Occupancy Tax Registration Certificate.
3. Notes any incidents of non-compliance on Field Inspection Report.
4. Signs Field Inspection Report obtains signature of Owner/Manager and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

6. Motor Vehicle-Rental

Code Reference: Chapter 7.88, Section 7.88.010 through 7.88.040.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Observe business activity to determine compliance with the County Code requirement that vehicles are rented only to individuals with valid driver's licenses that entitle them to operate the vehicle in California.
3. Ask to review the business' rental records to determine that appropriate rental records are maintained.
4. Notes any incidents of non-compliance on the Field Inspection Report.
5. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

7. Motor Vehicle-Repairers/Body & Fender/Painting

Code Reference: Chapter 7.80, Section 7.58.010 through 7.58.120.

1. Performs standard field inspection procedures set forth in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Performs visual inspection to determine compliance with the following County Code requirements:
 - a. A sign is posted upon the front of the business that displays, in plainly legible letters, the licensee's name or any fictitious name under which the business is conducted.
3. Inspects licensee's records to determine compliance with the following County code requirements:
 - a. Itemized statements of work and charges are maintained.
 - b. Maintain records of every repair over \$5.00.
 - c. Repair records identify those repairs from wrecks or collisions.
 - d. Records reflect motor changes, frame changes, body changes and the serial and factory numbers of all radios the licensee installs.
 - e. Records reflect name and address of persons from whom secondhand parts are obtained.
4. Notes any incidents of non-compliance on Field Inspection Report.
5. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

8. Valet Parking

Code Reference: Chapter 7.86, Sections 7.86.010 through 7.86.140.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.2.2, Steps 1 through 10.
2. Performs visual inspection to determine compliance with the following County Code requirements:
 - a. Signs are posted that are visible from the street indicating the business name, address, telephone number, hours of operation, and parking fees. The address of the business shall be in letters not less than three inches high with a one-half inch stroke, and in no event less than one half the height of the largest letter or numerals on the sign. All other letters and numerals shall be not less than six inches in height and one inch stroke.
 - b. At the point the person turns their vehicle over for parking, there should be a sign stating the time the licensee goes off duty and the fees charged. Fees shall be stated as rates per hour, rates per fraction of an hour, if any, rates for subsequent hours or fractions thereof, and the maximum charge. All fractions of time shall be spelled out in letters.
 - c. If attendant parks cars, parked vehicles are locked and keys are placed in a safe place.
 - d. Vehicles are not parked on or across public highways, sidewalks, alleys, or other public places.
 - e. At closing time, the licensee locks or causes each vehicle to be locked and deposits or causes to deposit keys with a responsible person at a safe and convenient place, to be delivered to the person who parked the vehicle upon surrender of the parking ticket or proof that

such person has the right to possess the vehicle
(this can only be determined if inspection is
performed after closing hours).

3. Notes any incidents of non-compliance on Field Inspection Report.
4. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

11.3 High Profile Inspections

High Profile Inspections, consisting of the standard procedures indicated in Sub-paragraph 11.3.2, plus additional procedures unique to specific business classifications indicated in Sub- paragraph 11.3.3, will be required for currently licensed businesses in the classifications designated in Sub-paragraph 11.3.1. This category is considered “High Profile” due to the nature of the businesses and because **weekend or evening inspections will be necessary in order to observe the business activity.** The contractor will be responsible for making the field inspections during the licensed business’ peak hours of operation, whenever the height of activity is occurring with customers at the place of business, in order to perform all required inspection activities. TTC will refer the individual activity to the Contractor via hard copy and electronic version. Referral information will include the business name, address, classification of business, expiration date of license, and the owner’s or licensee’s name.

TTC may make referrals to the Contractor approximately every 4-6 weeks, as referrals are available. The Contractor will be required to complete the field inspections for all referrals and complete a Field Inspection Report (Attachment VII) for each inspection, within thirty (30) calendar days of the date TTC makes the referral, unless otherwise specified.

Contractor shall submit the original and one copy of the completed Field Inspection Report to TTC daily as completed, **only for those businesses with no license, closed businesses, businesses with invalid licenses, and businesses not in compliance with the County Code requirements.** TTC may request that all other completed Field Inspection Reports be submitted on a monthly basis. Contractor's record retention requirements are set forth in Paragraph 8.41, Record Retention and Inspection/Audit Settlement, of Appendix A, Contract.

11.3.1 Specific Business Classifications

Listed below are specific business classifications that will require High Profile Inspections. For the High Profile Inspection monthly average for the last twelve (12) month period, refer to Attachment V. The definitions of the following business activities are set forth in Attachment I.

- BODY ART ESTABLISHMENTS
- BODY ART TECHNICIAN****
- DANCE*
- DANCE – TAXI DANCE HALL
- ENTERTAINMENT W/O DANCE*
- ENTERTAINMENT W/DANCE*
- ENTERTAINMENT
- HEALTH CLUB/SPA*
- MANAGER(S)**
- MASSAGE TECHNICIANS***
- TAXI-DANCE INSTRUCTORS AND DANCERS

*These sites have more than one licensed activity

**No direct referrals will be made. Licensees will be checked if encountered during a field visit to the place of business that is required to have a manager.

***No direct referrals will be made. Licensees will be checked if encountered during field visit to a Health Spa.

**** No direct referrals will be made. Licensees will be checked if encountered during field visit to a Body Art Establishment.

11.3.2 Standard Field Inspection Procedures for Field Inspectors:

1. Enters premises, identifies self and shows identification badge.
2. Determines if business license(s) is posted in plain view.
3. If license is visible, performs Step 5.
4. If no license is visible, approaches Owner/Manager, or other responsible person, and requests to see business license.
5. Reviews business license to determine if;
 - a. License for the same location as premises.
 - b. Person named on the license is still the owner.
6. Performs a visual inspection to determine and verify all business activities conducted on premises and if they are consistent with the activity for which the license was issued. If more than one activity requiring a license is engaged in, separate licenses for each activity are required.
7. Reviews business license to determine if current and valid. All businesses must have a valid license prior to operation.
- 8. Notes specific incidents of non-compliance on Field Inspection Report if:**
 - a. Business license not in plain view.
 - b. Business license is not for the premises entered.
 - c. Business license is not current and valid.
 - d. Owner of business is different than name on license.

- e. Business license is not appropriate for activities engaged in.
 - f. Business does not have required license(s) for all activities engaged in.
- 9. If business has coin-operated games, lists names of all games on the specified report.
 - 10. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

11.3.3 Additional Required Inspection Activities for Field Inspector by Business:

1. Body Art Establishments

Code Reference: Chapter 7.90, Sections 7.94.010 through 7.94.280.

- 1. Performs standard field inspection procedures as outlined in Sub-paragraph 11.3.2, Steps 1 through 10.
- 2. Performs visual inspection to determine compliance with the following County Code requirements:
 - a. Hours of operations are posted in a visible location.
 - b. Proper signage is recognizable, and readable, which clearly identifies establishment.
 - c. Provides waiting room and/or reception area.
- 3. Establishment must provide a log which has the following information:
 - a. Date and time of service provided.
 - b. Client's name and date of birth.

- c. Type of service provided.
- 4. Manager is required on premises at all times.
- 5. Notes any incidents of non-compliance on Field Inspection Report.
- 6. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

2. Dance (All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance)

Code Reference: Chapter 7.30 Sections 7.30.010 through 7.30.660.

- 1. Performs standard field inspection procedures as outlined in Sub-paragraph 11.3.2, Steps 1 through 10.
- 2. Makes a determination as to the number of patrons in the establishment and the number of people dancing.
- 3. Performs visual inspection to determine compliance with the following requirements:
 - a. There is no solicitation of trade conducted at or near the entrance of the establishment.
 - b. Persons leaving the establishment are not readmitted unless an additional admission charge is made or the license specifically allows readmission.
- 4. Identifies capacity of establishment and performs inspection to determine compliance with the following requirements:
 - a. There is one employee for the first 200 persons of the capacity limitation, and one

additional employee for each additional 100 (or fraction thereof) persons of the capacity limitation; and,

- b. The employees described in Sub-paragraph 4a are devoting their time to keeping order, checking admission of minors and seeing that all other ordinance requirements are complied with; and,
 - c. If the establishment has a capacity of 300 persons or more, one of the employees indicated in Sub-paragraph 4a, above, is a woman.
- 5. Utilizes a light meter, to determine if lighting throughout premises is of an intensity not less than three footcandles during hours of operation, except during any floorshow.
 - 6. If an adjacent parking lot is owned, operated, or controlled by the establishment, utilizes a light meter to determine if the lot is uniformly lit to an intensity not less than two footcandles.
 - 7. Performs inspection of exit doors to determine that doors are unlocked during hours of operation and that there is free and easy access to them. If inspection is performed during other than hours of operation, determines that exit doors can be unlocked and easy access is available.
 - 8. Notes any incidents of non-compliance on Field Inspection Report.
 - 9. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report

a specific TTC telephone number that licensee may call for further information or assistance.

4. Entertainment

Code Reference: Chapter 7.36, Sections 7.36.010 through 7.36.420.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.3.2, Steps 1 through 10.
2. Determines, and notes on the Field Inspection Report, the type of entertainment engaged in (i.e. magician, stand-up comic, live band, etc.) and whether this is the type of entertainment for which the license was issued.
3. Performs inspection to determine compliance with the following County Code requirements:
 - a. The license or a validly licensed Entertainment Manager is on the premises.
 - b. Licenses are posted in a conspicuous place on the premises.
 - c. There are no signs upon or adjacent to the outside of the building or in conjunction with the premises that depict, in whole or part, the pubic areas or any portion of the crease of the buttocks of any human being.
 - d. Exit doors provide free and easy egress while patrons are in establishment.
 - e. There is no entertainment of any kind visible from the street, sidewalk, or highway.
 - f. If the capacity of the establishment is 200 persons or more, there is not less than one additional employee for each additional 100 persons who could be accommodated. Such employee(s) shall be constantly in

attendance during the entertainment and shall devote their entire time and attention to keeping order, checking the admission of minors and ensuring that all other ordinance requirements are complied with. If the establishment has a capacity of 300 persons or more, at least one of these employees shall be a woman.

- g. Motion pictures or slides are not permitted to be shown unless the license approved by the Business License Commission specifically approves such showing or the establishment has a motion picture theater license.
 - h. Entertainment is conducted on a stage or platform raised at least 18 inches above the floor.
- 4. Utilizes a light meter, to determine if lighting throughout is of an intensity of at least three footcandles during all hours of operation except while the floorshow is on. If the adjacent parking lot is owned, operated or controlled by the establishment, utilization of a light meter determines if the lot is uniformly lit to an intensity not less than two footcandles.
 - 5. Obtains list of all managers used by licensee, including name, resident address and resident telephone number.
 - 6. Notes any incidents of non-compliance on Field Inspection Report.
 - 7. Signs Field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report

a specific TTC telephone number that licensee may call for further information or assistance.

5. Health Club/Spa

Code Reference: Chapter 7.47, Sections 7.47.010 through 7.47.120.

1. Performs standard field inspection procedures as set forth in Sub-paragraph 11.3.2, Steps 1 through 10.
2. Performs visual inspection to determine compliance with the following County Code requirements:
 - a. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and other physical facilities are in good repair and are clean and sanitary, as per minimum standards provided by TTC.
 - b. All equipment is in good repair, as per minimum standards provided by TTC.
 - c. Separate closed cabinets are maintained for and labeled "Clean Towels" and "Soiled Towels".
 - d. Hot and cold running water is provided.
 - e. A recognizable and readable sign is posted at the main entrance identifying the establishment.
 - f. Adequate bathing, dressing, locker and toilet facilities are provided for patrons. A minimum of one dressing room, containing a separate lockable locker for each patron to be served as well as a minimum of one toilet and washbasin shall be provided. If male and female patrons are to be served

simultaneously, there must be separate dressing and toilet facilities.

3. Obtains list of all massage technicians used by Health Club, including name, resident address and resident telephone number.
4. Notes any incidents of non-compliance on Field Inspection Report.
5. Signs field Inspection Report, obtains signature of Owner/Manager, and provides copy to licensee. Field Inspector will write on the report a specific TTC telephone number that licensee may call for further information or assistance.

6. Manager-Entertainment

Code Reference: Chapter 7.36, Section 7.36.270

1. Performs standard field inspection procedures as applicable in Sub-paragraph 11.3.2, Steps 1 through 10.

7. Massage Technician

Code Reference: Chapter 7.54, Sections 7.54.160 through 7.54.200

1. Performs standard field inspection procedures as applicable in Sub-paragraph 11.3.2, Steps 1 through 10.

11.4 Photos and Diagrams

The business activity classifications identified in Sub-paragraph 11.4.1 require field inspections to obtain photographs and diagrams in order to meet certain requirements during the business license application process. The number of new licenses varies from year to year and TTC does not guarantee a particular level of work.

TTC will make referrals of these new businesses to the Contractor as applications are received. TTC will refer the individual activity on the Photo and Diagram Field Report (Attachment VIII). TTC personnel will complete the top portion of the Photo and Diagram Field Report

and Contractor will complete the bottom portion. In addition, Contractor may receive an electronic version of the Photo and Diagram Field Report. Referral information will include the business name, address, telephone number, and the owner's name.

The Contractor will be required to provide the diagrams and good quality, developed pictures, including the negatives and TTC's referral document within fifteen (15) business days of the date TTC makes the referral. Sub-paragraph 11.4.2 set forth the specific procedures for each diagram and the photographs.

11.4.1 Specific Business Classifications

Listed below are specific business classifications that will require Photos and Diagrams. For the Photos and Diagrams monthly average for the last twelve (12) month period, refer to Attachment V. The definitions of the following business activities are set forth in Attachment I.

- ACUPPRESSURE ESTABLISHMENT
- ADULT BUSINESS – CABARET
- ADULT BUSINESS –HOTEL
- ADULT BUSINESS –MOTEL
- ADULT BUSINESS –MOTION PICTURE ARCADE
- ADULT BUSINESS –MOTION PICTURE THEATER
- ADULT BUSINESS –THEATER
- BOWLING ALLEY
- CIRCUS /CARNIVAL
- DANCE-ADULT
- DANCE-SINGLE
- DANCE-TAXI DANCE
- DANCE-TAXI DANCE HALL
- DANCE-YOUTH/CHARITY
- ENTERTAINMENT W/O DANCE
- ENTERTAINMENT W/ DANCE
- EXHIBITION

- GAME ARCADE
- HEALTH CLUB/SPA
- SCHOOL, PRIVATE
- OFF-ROAD VEHICLE TRACK
- OUTDOOR FESTIVAL
- PICTURE ARCADE
- RIFLE RANGE
- RODEO
- SHOOTING GALLERY
- SKATING RINK
- THEATERS
- TRAVELING SHOW
- VACATION CERTIFICATES
- WATER TAXI-BOAT
- WATER TAXI-OPERATOR

11.4.2 Specific Procedures for Photographs and Diagrams

Contractor's personnel should enter the business and identify themselves, show their identification badge and indicate they are to take the pictures and prepare the diagrams that are required as part of the business license application process.

The following should be performed for taking photographs of the business:

1. Contractor's personnel should take at least twelve (12) good quality photographs of the interior, exterior, parking lot and surrounding areas making sure that the photographs will clearly show the premises.
2. A good quality camera with a flash is required to take the photographs.
3. Polaroid cameras are not suitable.

The following should be performed for preparing diagrams of the business:

1. Contractor's personnel should draw a clean, legible diagram of the business on paper that is no larger than legal size paper (8 1/2 inch x 14 inch).
2. Elements of the diagram must include, at a minimum:
 - a. The outside walls (including dimensions)
 - b. Locations of any additional features the TTC indicates in the Photo and Diagram Field Report (Attachment VIII).
 - c. The diagrams need not be to scale.

11.5 Database Update Services

Upon commencement of the Contract, TTC shall provide Contractor with a Master Listing (Listing) of existing licensed businesses. As part of Database Update Services, Contractor shall utilize the Listing as an internal database, which will be updated with subsequent business license activity.

TTC will periodically provide the Contractor with an updated Listing of all businesses that currently have a valid business licenses within Los Angeles County. These names should be compared with the Contractor's database of licensed businesses to ensure the Contractor does not report any licensed businesses as being unlicensed.

In addition, Database Update Services includes the identification of businesses that are currently operating without a valid business license within the unincorporated areas of Los Angeles County. The types of business categories requiring business licenses are defined and identified in Attachment I. The Contractor is to provide TTC with the names and addresses of such businesses that are currently operating in the unincorporated area of Los Angeles County without a valid business license.

The Contractor will also be responsible for the identification of any changes in ownership of businesses that require licensing by Los Angeles County. Business licenses are not transferable to new

owners of existing businesses. Therefore, a new owner must apply for all new licenses.

11.5.1 Reports

The Contractor will submit a report to TTC within one (1) business day of the identification of any businesses that are unlicensed and/or require new licenses due to change of ownership. The report of businesses must include, at a minimum, the following information:

- The name of the business, type of business, and address.
- Name(s) of the principal owner(s).
- Assessor's identification number (if known).

The Contractor is responsible for ensuring that the businesses reported to TTC are located within either the unincorporated areas of Los Angeles County or the contract cities specified by TTC (Attachment IV). The Contractor should use a Los Angeles County street guide and directory to identify the unincorporated areas of Los Angeles County.

12.0 RECALL OF REFERRAL

The TTC reserves the right to recall a referral for a field inspection at any time prior to the scheduled inspection time. In these instances, the Contractor shall return the referral document to the TTC Contract Administrator within two (2) business days of receipt of the recall notice. In the event any referral is recalled before the field inspection is performed, TTC will not be liable to Contractor for any fees associated with such referral.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the

SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the deductions/fees to be assessed in the PRS.
- Reduce, suspend or cancel this Contract for systematic and/or deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) business days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub- paragraph 8.45, Termination for Convenience.

ATTACHMENTS (I – VIII)

FOR

STATEMENT OF WORK

ATTACHMENT I

BUSINESS LICENSE ACTIVITY DEFINITIONS

Following is an overview of all licensable activities covered by the Business License Ordinance of the Los Angeles County Code, which may or may not be included in the contractor's activities. This list is subject to change, as the addition or deletion of licensed businesses may take place by the Board of Supervisors. For a complete and thorough listing of activity definitions within Title 7, refer to the following website: <http://ordlink.com/codes/lacounty/index.htm>

1a. Acupressure Establishment

See Number 42, Massage Parlor

1b. Acupressurist

See Number 43, Massage Technician

2a. Adult Business- Cabaret

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any nightclub, bar, restaurant or similar establishment which features any type of live entertainment which is distinguished or characterized by its emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

2b. Adult Business- Hotel or Motel

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any hotel or motel as a regular and substantial course of conduct provides to its patrons, through the provision of rooms equipped with closed-circuit television, video recorders or players or other medium, material which is distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

2c. Adult Business- Motion Picture Arcade

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any establishment containing any manually operated, coin or slug operated, or electrically or electronically operated or controlled, still or

motion picture or video tape machines, projectors, players or other image producing devices that are maintained to display images to five or fewer persons per machine or per viewing room at any one time when those images are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified parts.

2d. Adult Business- Motion Picture Theater

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any business establishment which projects and presents motion pictures, video tape recordings, slide photographs, or other motion or still pictures which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified anatomical parts.

2e. Adult Business- Theater

Code Reference: Chapter 7.92, Section 7.92.010 through 7.92.160

Any theater, concert hall, dance hall, auditorium, or similar establishment which features live performances, which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

3. Apartment House or Hotel

Code Reference: Chapter 7.50, Section 7.50.030

A hotel, apartment house, or other building housing five or more families, except a motel. A licensable apartment house is a building having five or more units housing five or more families. Apartment house licenses are issued for 5-10 units, 11-15 units, and 16 or more units. However, an apartment house complex, where multiple buildings having five or more units are located on the same piece of property and share the same name, common grounds, entrances and exits, management and address, or continuous series of addresses, is required to obtain only one business license for the complex.

4. Boarding House

Code Reference: Chapter 7.50, Section 7.50.010 through 7.50.020

A lodging house or other building maintained, advertised, or held out to the public as a place where sleeping or rooming accommodations are

furnished to the whole or any part of the public. Such places provide these accommodations to five or more persons unrelated to the operator and which are not otherwise licensed as an apartment house, hotel or motel.

5a. Body Art Establishments

Code Reference 7.94, Section 7.94.010 through 7.94.280

As defined in 11.36.070, "Body art establishment" means any temporary or permanent premises, business, location, facility, room, mobile facility, or any portion thereof, used or operated as a body-piercing parlor as defined in Section 22.08.020, as a permanent cosmetics parlor as defined in Section 22.08.160, or as a tattoo parlor as defined in Section 22.08.200.

5b. Body Art Technician

Code Reference 7.94, Section 7.94.010 through 7.94.280

As defined in 11.36.080 of the County Code any person that has completed an approved blood borne pathogen training course and is registered with the Los Angeles County Department of Health Services to conduct body art activity, in a permitted body art establishment.

6. Bottle Washing Facility

Code Reference: Chapter 7.90, Section 7.90.070

A business of washing bottles.

7. Bottling Works

Code Reference: Chapter 7.90, Section 7.90.080

A business where things are put into bottles.

8. Bowling Alley

Code Reference: Chapter 7.90, Section 7.90.340

A bowling alley except those used in private houses.

9. Circus/Carnival

Code Reference: Chapter 7.25, Sections 7.25.010 through 7.25.270

Per Chapter 7.25.010 a Circus or Carnival means a public spectacle of diverse entertainment and amusement which may include, but is not limited to: merry-go-rounds, Ferris wheels or similar mechanical apparatus or rides; menageries, trained animal acts or animal rides, petting or similar animal exhibitions; acrobatic or other physical feats or demonstrations by performers; side shows, games, or tests of strength, skill, or other capacity; and public eating places for which a fee or payment may be charged for entry into the location, viewing of such entertainment or amusement, participation in any of its activities or purchase of food, drink or merchandise.

NOTE: Section 7.90.620 includes a Circus in the definition of Traveling Show. However, if an activity is licensed under 7.25.010 or 7.25.020, then a Traveling Show license is not required.

Per Chapter 7.25, a license for a Circus/Carnival may also allow specific concessions, which will be indicated on the licenses. If this is the case, no separate concession licenses are required unless there are concessions on site not included under the Circus license. Then separate licenses are required for each concession. There are different licenses (and fees) for game booths and mechanical rides.

10. Closing-Out Sale

Code Reference: Chapter 7.40, Sections 7.40.010 through 7.40.180

“Sale” means any sale of, or any offer to sell, to the public, or any group thereof, goods, wares or merchandise on order, in transit or in stock, in connection with a declared purpose as set forth by advertising that such sale is anticipatory to or to avoid the termination, liquidation, revision, wind up discontinuance, removal, dissolution or abandonment of the business or that portion of the business conducted at any location; and:

1. All sales advertised in any manner calculated to convey to the public the belief that upon the disposal of the goods to be placed on sale, the business or that portion thereof being conducted at any location, will cease, be removed, be interrupted, discontinued or changed; and
2. All sales advertised to be “adjuster’s sale”, “adjustment sale”, “assignee’s sale”, “bankrupt sale”, “benefit of administrator’s sale”, “benefit of creditors sale”, “benefit of trustee’s sale”, “building coming down sale”, “closing sale”, “closing-out sale”, “creditors’ committee sale”, “creditors’ sale”, “damaged goods sale”, “end sale”, “executor’s sale”, “final days sale”, “fire sale”, “forced out sale”, “forced out business sale”, “insolvent sale”, “insurance

salvage sale”, “last days sale”, “lease expires sale”, “lease expiring sale”, “liquidation sale”, “loss of lease sale”, “mortgage sale”, “selling-out sale”, “smoke sale”, “smoke and water sale”, “trustee’s sale”, “quitting business sale”, “wholesale closing-out sale”, “we quit sale”, “we give up sale”, “fixing for sale”, or advertised by any other expression or characterization closely similar to any of the foregoing and calculated to convey the same meaning; and

3. All sales advertised in a manner calculated to indicate that the goods, ware or merchandise to be sold, or any part thereof, have been involved in any business failure, to have been derived from a business which has failed, been closed, discontinued or liquidated; and
4. All sales accompanied by notices of advertising indicating that the premises are available for purchase or lease or are otherwise to be vacated; and
5. All sales accompanied by advertising indicating a business emergency or failure affecting the seller or any previous holder of the goods to be disposed of.

11. Coin Operated Game

Code Reference: Chapter 7.90, Section 7.90.370

A coin operated machine of skill open to the public, which is not operated as part of an activity licensed as a circus, carnival, or exhibition. “Coin operated” means the use of a coin, disk, plug, token, key or payment of a fee to operate machine. Open to the “general public” does not include fraternal organizations provided the premises are not rented to or open to the public. A separate license is required for each machine; however, individual licenses do not identify the specific game the license is for. It is sufficient that the number of licenses equals the number of games. Five or more coin operated machines constitute a game arcade, which requires a different license.

12. Coin Operated Phonograph (i.e., Juke Box)

Code Reference: Chapter 7.90, Section 7.90.360

Coin operated phonograph for use by the general public. “Coin operated” means the use of a coin, disk, token, plug, key, or payment of a fee to operate the machine. Open to the “general public” does not include fraternal organizations provided the premises are not rented to or otherwise open to the public.

13. Cold Storage Warehouse

Code Reference: Chapter 7.26, Sections 7.26.010 through 7.26.040

A place where articles of food are stored, and artificially refrigerated to a temperature of 45 degrees Fahrenheit or below, for a period of thirty (30) days or more. Exceptions are breweries and cold storage or refrigerating plants or warehouses maintained or operated by a restaurant, hotel, or exclusively wholesale or retail establishment not storing articles of food for other persons.

14. Dance (All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance.)

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

All dances except for a single Special Dance, Taxi Dance Hall, or Youth or Charity Dance as defined in Chapter 7.30 or the Code. A dance is a gathering of persons in or upon any premises where dancing is permitted, whether as the main purpose for such gathering or incidental to some other purpose (e.g., a restaurant with a dance floor). Licenses for dances also differentiate between a Type I Adult license that allows the license activity to be conducted on premises where alcoholic beverages may be sold, served or consumed and a Type II Adult license that allows the activity licensed to be conducted only on premises where no alcoholic beverages are sold, served or consumed.

15. Dance – Special

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

An individual or private dance conducted by any person, dancing club(s), dancing school(s), or association of persons, which will result in not more than three such dances held by such parties in any three month period.

16. Dance - Youth

Code Reference: Chapter 7.30, Sections 7.30.010 through 7.30.660

A youth dance is a public or private dance to which persons between the ages of 15 and 21 years are admitted as participants.

17. Dance – Charity

Code Reference: Chapter 7.30, Section 7.30.010 to 7.30.660

Any dance as previously defined where a Type II Adult license is issued and such dance is conducted by a bona fide charitable, religious, benevolent, patriotic or educational organization, or by the USO. This type of a dance is subject to the same conditions as defined in the Code for whatever type of dance it is. The only differentiation is that there is not a license fee for a charity dance.

18. Dance – Taxi Dance Hall

Code Reference: Chapter 7.30, 7.30.070, 7.30.080, 7.30.110 through 7.30.530, and 7.30.690 through 7.30.770

Any place at which a public dance is conducted where partners are provided for dancing or social purposes by those conducting, managing, or operating such public dance for patrons or other guests and for which such patrons or guests pay a fee or other consideration.

19. Taxi – Dance Instructors and Dancers

Code Reference: Chapter 7.30, Sections 7.30.70, 7.30.80 and Sections 7.30.690 through 7.34.770

A “dance instructor” is a person who instructs dancers at a Taxi Dance Hall. A “taxi dancer” is a partner who is, for a fee or other consideration, furnished to a patron or other guest at a Taxi Dance Hall.

20. Demonstrator

Code Reference: Chapter 7.32, Sections 7.32.010 through 7.32.020

A person who demonstrates any object of any kind to another person and charges, solicits or receives a monetary fee for such demonstration. Exceptions are if the person for whom the demonstration is made neither pays or is asked to pay a monetary fee, a demonstration made in conjunction with a sale of the article being demonstrated, or a demonstration by a teacher in the course of teaching.

21. Entertainment

Code Reference: Chapter 7.36, Sections 7.36.010 through 7.36.420

A. “Entertainment” is defined to mean any act, play, review, pantomime, scene, song, dance act, song and dance act, or poetry recitation, conducted or participated in by any professional entertainer in or upon any premises to which the public is admitted,

or in any proprietary club. The term “professional entertainer” as used herein means a person or persons who engage for livelihood or gain in the presentation of entertainment.

- B. “Entertainment” also includes the exhibition of motion pictures as an incident to a public eating-place or to premises which possess or which are required to possess a retailer’s on-sale license as defined in Section 23034 of the Business and Professions Code.
- C. “Entertainment” also includes a fashion or style show except when conducted by a bona fide nonprofit club or organization, and when conducted solely as a fund raising activity for charitable purposes.
- D. “Entertainment” as used herein does not include:
 - 1. Mechanical music alone; or
 - 2. Instrumental music alone, except between the hours of 2:00 a.m. and 6:00 a.m., when the provisions of Section 7.36.200 shall apply; or
 - 3. Dancing participated in only by customers, however, this does not exempt exhibition dancing by a person receiving compensation for such exhibition dancing.
 - 4. Any adult business required to be licensed pursuant to Chapter 7.92 is excluded from the requirements of this chapter.

22. Exhibition

Code Reference: Chapter 7.90, Sections 7.90.370 through 7.90.420

An exhibition, entertainment or show of any character where a fee is charged for entry, the viewing of such an exhibition, entertainment, or show, or participation in any of its activities. Exceptions are schools or churches using their own equipment, any entertainment as defined in Sections 7.36.010 and 7.36.020, any outdoor festival as defined in Section 7.60.010, any carnival or circus as defined in Section 7.25.010 or 7.25.020 or an animal menagerie or animal exhibition.

23. Fertilizer Plant

Code Reference: Chapter 7.90, Section 7.90.110

The manufacturing, treating or processing in any manner of fertilizer of any type, kind or description.

24. Filling Station

Code Reference: Chapter 7.90, Section 7.90.120 and 7.90.125

The selling or distribution, either wholesale or retail, of propane gas, cryogenics, butane gas or other flammable vaporous gas, distillate, kerosene, gasoline or refined petroleum product from a filling station, tank truck or trailer or stationary tank.

25. Foundry

Code Reference: Chapter 7.76, Section 7.76.160 and 7.76.170

Any place where metals are melted or cast both, including die casting.

26. Food Establishment

See Number 60, Public Eating Places

27. Funeral Escort Business

Code Reference: Chapter 7.42, Sections 7.42.010 through 7.42.080

A person in the business of escorting funeral processions who is not a mortuary or funeral home AND who does not possess a valid, current, unrevoked license for such businesses issued by a city within Los Angeles County. These businesses are usually operated out of homes and the individual riders are rarely on the premises.

28. Funeral Escort Riders

Code References: Chapter 7.42, Sections 7.42.010 through 7.42.080

Any individual employed by a mortuary or funeral home or by a person in the Funeral Escort Business AND who does not possess a valid, unrevoked, current license to act as such an escort from a city within Los Angeles County.

29. Game Arcade (Five (5) or more coin operated machines)

Code Reference: Chapter 7.90, Sections 7.90.430 through 7.90.500

Any place open to the public where five (5) or more coin operated games of skill are kept or maintained and person are permitted to use such games. These games include, but are not limited to, skee ball, gun machine and duck pins. The licensee or a licensed manager is required to be on the premises at all times the arcade is open.

30. Gasoline-Oil Tank Trucks

Code Reference: Chapter 7.28, Section 7.28.010 and 7.28.040

Any vehicle, which, in the unincorporated areas of the County, either collects and transports, or transports and delivers, flammable liquids or liquefied petroleum gases. A tank truck and tank trailer are considered to be one vehicle. If vehicle has a current valid operating certificate from the State of California Public Utilities Commission, a County license is not required.

31. Hay, Grain & Feed Dealers

Code Reference: Chapter 7.90, Section 7.90.130

A person conducting, managing or carrying on a business of buying, selling or otherwise dealing in hay, straw, alfalfa, grain products used or intended to be used as livestock food or any other stock food except for manufactured food.

32. Health Club/Spa

Code reference: Chapter 7.47, Section 7.47.010 through 7.47.120

Any place which has a swimming pool, soaking facility such as a spa, tub or any other device in which a person can soak, a steam room, a sauna, or bathing place, including shower baths. Exceptions are a private residence, condominium, town house, trailer park or apartment complex; a place where any treatment is administered in the course of practice of any healing art or profession under the provisions of the Business and Professions Code or any other statute of the State of California; or a place of employment where bathing facilities for the use of employees are required by law.

33. Hog Ranch

Code Reference: Chapter 7.48, Sections 7.48.010 through 7.48.050

A person who conducts, operates or maintains a place for feeding garbage to hogs or other livestock, or a place for feeding over 100 hogs regardless of what is fed to the hogs.

34. Horse Meat

Code Reference: Chapter 7.90, Section 7.90.140

A person selling uncooked horse meat or horse meat products, either wholesale or retail. Horse meat is usually sold in pet stores.

35. Hotel

See Number 3, Apartment House or Hotel

36. Identification Cards

Code Reference: Chapter 7.52, Sections 7.52.010 through 7.52.070

A person who prepares, makes, processes, or otherwise fabricates for the general public, with or without compensation, any card that may be used to establish the identity of the holder.

37. Launderette

Code Reference: Chapter 7.90, Section 7.90.150 and 7.90.160

Any place where the use of washing machines or other laundry equipment is licensed for consideration for the use of persons washing their own laundry.

38. Livery Stable

Code Reference: Chapter 7.90, Section 7.90.170

Any place where horses are boarded, rented or where riding lessons are given.

39. Locksmith

Code Reference: Chapter 7.90, Sections 7.90.180 through 7.90.200

The business, trade, or occupation of making or fashioning keys for locks or similar devices; or constructing, reconstructing or repairing or adjusting locks, or opening or closing locks for others by mechanical means other than the regular keys furnished for that purpose by the manufacturer of the

locks. This definition does not include a person who only duplicates keys or a person, either licensed or exempted from the tow truck licensing requirements, who assists motorists in opening locked vehicle doors without the use of locksmith tools. Locksmiths licensed under this section may have fixed places of business or may be itinerant, however, the license fee for either is the same.

40. Lumberyard or Sawmill

Code Reference: Chapter 7.90, Section 7.90.270 and 7.90.280

A Sawmill is an establishment engaged in the business of operating power-driven machinery for sawing up logs or lumber or both.

41. Manager

A responsible person licensed under the provisions of Section 7.14.010, acting as manager on the premises. The manager must be familiar with the requirements of the relative Chapter of the County Code and be capable of communicating the provisions of such Chapter to employees and patrons of the establishment.

42. Massage Parlor

Code Reference: Chapter 7.54, Sections 7.54.010 through 7.54.190

A person conducting or managing a massage parlor, or any other place where facial massages, fomentations, massage, electric or magnetic treatment, alcohol rubs, Russian, Swedish or Turkish baths are administered or given or any school of massage which performs any such activity for any member of the public for any form of consideration or gratuity. Exceptions are any location licensed as a health club, provided only one massage table is used at such location and provided such use is incidental to the operation of the health club.

NOTE: There is a different license for acupressure establishments at a higher fee, although the activity is covered by the massage parlor part of this ordinance.

43. Massage Technician

Code Reference: Chapter 7.54, Sections 7.54.200 through 7.54.290

Any person, male or female, who administers to any person for any form of consideration or gratuity, a massage, alcohol rub, fomentation, bath, selective massage procedures, acupressure, manipulation of the body or

similar procedure. This also includes a student at a school of massage who administers such procedures to any person who pays or gives a gratuity for such, whether to the school or the student. Exceptions are any treatments administered in good faith in the course of the practice of a healing and by any person licensed to practice such art or profession under the provision of the California Business and Professions Code.

NOTE: There is a license specifically for massage technicians, however, there is a different license for acupressurists even though the latter activity is covered by the massage technician part of the Code.

44. Model Studio

Code Reference: Chapter 7.56, Sections 7.56.010 through 7.56.180

Any premises on which there is conducted business of furnishing figure models (male or female) who pose for the purpose of being observed or viewed by any person or of being sketched, painted, drawn, sculptured, photographed or otherwise similarly depicted for persons who pay a fee or other consideration or compensation or a gratuity for the right or opportunity to depict the figure model, or for admission to or for permission to remain upon, or as a condition of remaining upon the premises. This includes any premises where the business is conducted that furnishes, provides or procures for a fee or other consideration, compensation, or gratuity, figure models for the above reasons. Exceptions are any studio operated by a state college, or public junior college or school or any premises conducting the business of furnishing, providing or procuring figure models for these studios.

45. Model Studio Manager

Code Reference: Chapter 7.56, Section 7.56.100

Any person acting as manager of an establishment licensed as or required to be licensed as a Model Studio. The licensee of the Model Studio, if also the manager, does not need a separate manager's license.

46. Motel

Code Reference: Chapter 7.50, Section 7.50.040

A motel, but not a hotel or boarding house.

47. Motion Picture Theaters

Code Reference: Chapter 7.82, Section 7.82.090 through 7.82.110

A place where moving pictures not considered adult in content pursuant to Title 7, Adult Businesses, Section 7.92.010 through 7.92.160 are exhibited for which a fee is charged, received or collected, or as an incident to some other type of business or activity, which does not possess either a Class I or Class III entertainment license. The Business License fee is different for adult motion picture theaters as referenced in this 7 Attachment I, Business License Activity Definitions, item 2d, page 2, Adult Business – Motion Picture Theater.

48. Motor Vehicle - Rental

Code Reference: Chapter 7.88, Section 7.88.010 through 7.88.040

The business of renting motor vehicles without drivers.

49. Motor Vehicle - Repair

Code Reference: Chapter 7.58, Section 7.58.010 through 7.58.120

Separate licenses are required for motor vehicle repairer; body and fender repair shops; and painting and refinishing. “Motor vehicle repairer” is defined as a person who manages, conducts or runs a motor vehicle repair shop. A “motor vehicle repair shop” means:

- A. Any place where motor vehicles of others are repaired for a charge.
- B. Any place where the work of motor vehicle repair is carried on as an incident to the business of selling new or used motor vehicles or parts, or as an incident to any other traffic in motor vehicles, their parts or equipment.

A “motor vehicle repair shop” does not include any place where only the following work is done:

- A. Tire changing or repairing.
- B. Replacement of windshield wiper blades, arms, gas caps, lamps or lamp globes, and other similar minor accessories.
- C. Fan belt changing.

- D. Battery servicing, charging and changing; not including repair or rebuilding.
- E. Work only for a motor vehicle repairer and not the owner of the vehicle.
- F. Fitting and replacing glass in vehicle windows.
- G. Cutting and fitting seat covers.
- H. Installation of minor parts or making of such trivial repairs as are customarily done as an incident to the business of selling motor fuel, oil or accessories, including testing, adjustment and replacement of the following parts: carburetors, coils, condensers, distributor caps, filters, generators, points, motors, spark plugs, voltage regulators, water and fuel pumps, water hoses and wiring.
- I. Painting or enameling.
- J. Body and fender work.
- K. Radiator cleaning and flushing.

A body and fender shop license does not permit the painting, enameling or lacquering of vehicles, except if the parts repaired or replaced require it.

50. Motorcycle Contest

Code Reference: Chapter 7.90, Section 7.90.510 and 7.90.520

Motorcycle hill-climbs or motorcycle endurance contests or both, whether or not an admission is charged. These are periodic events and the license fee is based on a per day charge. In the event the motorcycle contest is held at an off-road vehicle track, then the only necessary license is the one for the off-road vehicle track.

51. Nursery

Code Reference: Chapter 7.90, Section 7.90.210

A plant nursery.

52. Off-Road Vehicle Track

Code References: Chapter 7.90, Section 7.90.570 and 7.90.580

A person who, for monetary or other consideration, manages or conducts a track or other outdoor area where vehicles are operated in a race, exhibition or otherwise.

53. Oil Tool Exchange

Code Reference: Chapter 7.76, Sections 7.76.180 through 7.76.200

A person engaged in buying and/or selling, or exchanging any secondhand oil-well tools, machinery or equipment; mining supplies, equipment, or machinery; or other goods, wares, merchandise, or secondhand tools used in or pertaining to oil drilling, oil pumping or mining. The person may or may not have fixed a place of business, however, the license fee is the same for either.

54. Outdoor Festival

Code Reference: Chapter 7.60, Sections 7.60.010 through 7.60.350

Any music, dance, or rock festival or similar musical activity to which attendance by more than 500 persons is desired or expected and the festival is held at any place other than a permanent building or installation that has been constructed for conducting such activities.

55. Picnic Park

Code Reference: Chapter 7.90, Section 7.90.540 and 7.90.550

A privately owned area provided for picnicking or where picnic facilities are available and where admission is charged. This includes, but is not limited to, privately owned areas or grounds having lawn trees, shrubs and equipped with tables, benches, stoves, water, toilet and containers for garbage and refuse.

56a. Picture Arcade

Code Reference: Chapter 7.64, Sections 7.64.010 through 7.64.200

Any premises where there is maintained one or more machines to show still or motion pictures and not considered adult in content, for which any charge, consideration or payment is required or as an incident to some other type of business except those establishments for which there has been issued a valid theater or motion picture theater license. Licensee or a licensed manager is required to be on premises at all times during hours of operation.

56b. Picture Arcade Manager

Code Reference: Chapter 7.64, Section 7.64.100

A person acting as a manager at an establishment licensed as or required to be licensed as a picture arcade. If the arcade licensee is also the manager, the licensee does not need a separate manager's license.

57. Pony Ride

Code Reference: Chapter 7.90, Section 7.90.560

A pony track or pony ride, which is not operated as part of an activity licensed as an exhibition or circus/carnival.

58. Poultry Dealer

Code Reference: Chapter 7.90, Sections 7.90.220 and 7.90.230

The business of dealing in, buying, or selling live poultry. A license is not necessary for sales made from residences or other structures by the owner or tenants or members of their immediate families, where such structures are not designed, constructed, or altered so as to display the poultry for sale and are located on the property on which the poultry was raised.

59. Promoter and Solicitor (Charitable Solicitations)

Code Reference: Chapter 7.24, Sections 7.24.010 through 7.24.540

Any person who for pecuniary compensation or consideration received, solicits or holds himself out to the public as engaged in the business of soliciting contributions on behalf or for any other person or charitable association, corporation, or institution or conducts, manages, carries on or agrees to do same on any drive or campaign for such purpose. A person who is a bona fide paid officer or employee of a social service agency which may solicit charitable contributions is not considered a promoter.

60. Public Eating Places

Code Reference: Chapter 7.72, Section 7.72.010 through 7.72.040

Public Eating:

Every restaurant, lunch room, tea room, coffee shop, soda fountain, public boarding house, hotel, club, beer parlor, cocktail lounge, and every other

public place where food or drinks are prepared and/or service to be consumed by the public on the premises. All places where sandwiches, lunches or similar foods are prepared for sale or gift to the public are considered public eating places. All of these places require a public eating place license.

Food Establishment:

There is also a different license required if liquids or edibles are sold for human consumption from other places such as wayside stands, stores, or other established place of business, except public eating places or exclusively by dispensing machine. Examples would be an Arco AM-PM mini market selling yogurt, hot dogs, etc.

Exceptions to this are the sale of edible agricultural products sold, as grown from residences or other structures by the owners, tenants or members of their immediate family.

61. Rebound Tumbling Center

Code Reference: Chapter 7.74, Sections 7.74.010 through 7.74.160

Rebound Tumbling Center means a place where rebound tumbling equipment is provided and maintained for public use. Rebound tumbling equipment means a fabric bed or surface designed to provide residence by virtue of its own elasticity or that provided by an elastic or spring suspension system or both, with a stable and tested frame and intended to be used for jumping, bounding or acrobatic tumbling.

62. Rendering Plant

Code Reference: Chapter 7.90, Section 7.90.240

A rendering plant.

63. Rifle Range

Code Reference: Chapter 7.90, Section 7.90.250

Every person conducting, managing or carrying on a rifle, pistol or revolver range, any site where shotguns are fired at clay pigeons or other targets, or any place where rifle, pistol or revolver shooting is carried on, not covered by Section 7.90.610.

64. Rodeo

Code Reference: Chapter 7.90, Sections 7.90.590 and 7.90.600

Every person conducting, managing, or carrying on any exhibition commonly known as a “rodeo” or any similar exhibition under any other name.

65. Sawmill or Lumberyard

Code Reference: Chapter 7.90, Sections 7.90.270 and 7.90.280

A sawmill is an establishment engaged in the business of operating power driven machinery for sawing up logs and/or lumber.

66. School, Private

Code Reference: Chapter 7.70, Section 7.70.010 through 7.70.060

Any school giving a course of training similar to that given in any grade of a public school from kindergarten to the twelfth grade. Exceptions are public schools, trade schools, institutions for the conduct of which a state license is obtained, institutions maintained by any bona fide religious organization or by and for the adherents of a bona fide church, sect or denomination.

67. Shooting Gallery

Code Reference: Chapter 7.90, Section 7.90.610

Every person conducting, managing, or carrying on a shooting gallery, marksmanship contest, dart game, archery, or similar form of attraction where a fee is charged. Exceptions are if the activity is operated as part of an activity licensed as an Exhibition, Circus or Carnival or Circus/Carnival Concession.

68. Skating Rink

Code Reference: Chapter 7.30, Sections 7.30.670 and 7.30.680

A person managing or conducting a skating rink. The license for the skating rink may also permit the conducting of youth dances, special dances and public dances, on the same premises. (See numbers 14, 15, 16, and 17).

69. Solicitor (Principal and Individual)

Code Reference: Chapter 7.62, Section 7.62.080 through 7.62.100

A principal solicitor license is required for every person who either employs or contracts with one or more individuals to have such individuals solicit the retail sale of any goods, wares, merchandise, or services for future delivery.

An individual solicitor license is required for every individual engaged in the business of soliciting the retail sale of any goods, wares, merchandise, or services for future delivery.

70. Sound and Advertising Vehicles

Code Reference: Chapter 7.78, Section 7.78.010 through 7.78.230

“Advertising vehicle” means any vehicle which carries, while in motion or standing, for display to the view of the public upon or along public highways, any signs, or any statuary or other advertising objects, symbols, or matter, and any vehicle modeled to resemble a locomotive, railroad car, covered wagon, or stagecoach, or which is contrived to buckle, to simulate explosion, or to fall apart, or to function otherwise in strange or startling fashion, or which is especially fitted up to present a grotesque, arresting or unusual appearance for advertising purposes, or for the purpose of attracting the attention of the public upon or along the public highways.

“Sound vehicle” means any vehicle, including aircraft, which carries or is equipped with any instrument or device for the production or reproduction of music, spoken words, or other sounds, or any loudspeaker, or other sound-amplifying device designed to enlarge volume of sound produced by any instrument or by the human voice, which instrument or device is used or intended to be used for the purpose of advertising or calling attention to any article, thing or event, or for the purpose of addressing the public, or of attracting the attention of the public while such vehicle is traveling. “Sound vehicle” does not include a vehicle equipped with a siren or horn designed and used for the purpose of warning traffic because of such equipment or use.

Exceptions are vehicles with notices, signs or emblems that are engaged in the usual business or regular work of the owner and not merely for advertising, and government vehicles operated within the course of their public functions. One license may cover more than one vehicle if all vehicles are operated by the same licensee. In that case, it is acceptable for the vehicles to post copies of licenses.

71. Swimming Pool - Public

Code Reference: Chapter 7.90, Section 7.90.290

Every person conducting, managing or carrying on the business of operating a public swimming pool.

72. Taxicab Driver

Code Reference: Chapter 7.80, Sections 7.80.430 through 7.80.661

An individual who drives or is in actual physical control of a taxicab, either as agent, association member, employee or otherwise, in providing taxicab services such that passengers are accepted for such transportation within the unincorporated area of the County of Los Angeles.

73. Taxicab Operator

Code Reference: Chapter 7.80, Sections 7.80.010 through 7.80.420

“Taxicab operator” means:

1. Any person in the business of providing taxicab service such that passengers are accepted for transportation in taxicabs within the unincorporated area of the County of Los Angeles, provided that:
 - a. Such person operates or uses three or more taxicabs, whether as owner, lessor, lessee, employer or otherwise, in providing such taxicab services; and
 - b. Such person directly conducts, manages or carries on the business of providing taxicab service with such taxicabs; or
2. Any association with a membership solely of licensed taxicab drivers, all of whom are engaged in providing taxicab service such that passengers are accepted for transportation in their taxicabs within the unincorporated area of the County of Los Angeles, provided that:
 - a. Each such taxicab driver shall be the owner, lessor, lessee, or otherwise have an ownership interest in one taxicab, which is driven by such taxicab driver on a regular shift basis; and

- b. Each such taxicab driver shall be required as a condition of association membership to abide by the operating procedures of the association, including, but not limited to, record keeping, service standards, safety standards, maintenance schedules, dispatching procedures, and discipline rules; and
- c. The association shall be a registered nonprofit corporation organized to provide supervisory disciplinary and dispatching services to not less than 25 and not more than 100 taxicab drivers, each of whose taxicabs have the same uniform insignia and color scheme.

NOTE: Taxicab operators are responsible for compliance with all Code requirements, any rules and regulations adopted by the Business License Commission pursuant to the Code, and for obtaining the compliance of its officers, employees, association members, agents, or any other person connected with the taxicab operator in providing taxicab service.

74. Taxicab Vehicle

Code Reference: Chapter 7.80, various Sections throughout 7.80.010 through 7.80.661

Every automobile or motor propelled vehicle having a distinctive insignia and color scheme, used for the transportation of not more than eight passengers for hire, excluding the driver, at rates based on the distance, duration or number of trips, or on the routing time, or any combination of such rates, which vehicle is routed under the direction or with the agreement of such passenger or other person hiring such vehicle.

Every taxicab into which passengers are accepted for transportation within the unincorporated area of the County of Los Angeles shall be required to display a vehicle permit affixed to the rear portion of such taxicab. Such permit is issued only upon authorization under a taxicab operator's license.

During the licensing process (either for the County or another jurisdiction), specific operating areas are authorized and taxicabs are allowed to pick up fares only in their designated operating area. However, passengers can be dropped off in another area.

75. Theaters

Code Reference: Chapter 7.82, Sections 7.82.010 through 7.82.030

A theater, concert hall, or similar establishment which is primarily devoted to theatrical performances but doesn't include any adult business required to be licensed under 7.92. The Board of Supervisors has found, and the ordinance so states, that a theater is a building, playhouse, room, hall or other place having a permanent stage upon which dramatic, theatrical, vaudeville or similar performances are given, whose primary function is to give such performances and if food, drink or other merchandise is served, sold or offered for sale, it is merely incidental to the performance. The Board also found that a typical theater also has moveable scenery on the stage, permanently affixed seats and regularly scheduled performances.

If no other activity is carried on that requires a license, it is sufficient that either a theater license or an entertainment license is obtained.

76. Tow Truck

Code Reference: Chapter 7.28, Sections 7.28.010 through 7.28.040

Any motor vehicle which has been altered or designed and equipped to tow a vehicle by means of a crane, hoist, tow bar, tow line or dolly or to render assistance to other vehicles. If a tow truck has a current license for regulation from a City within the county, then no County license is required.

77. Traveling Show

Code Reference: Chapter 7.90, Section 7.90.620 through 7.90.640

"Traveling Show" includes any caravan, museum, menagerie, collection of animals or circus or any sideshow. Exceptions are any activities licensed as an Exhibit, Circus/Carnival, Circus/Carnival Concession or a traveling motion picture theater specializing in entertainment for children.

78. Vacation Certificates

Code Reference: Chapter 7.85, Sections 7.85.010 through 7.85.230

Any arrangement, plan, scheme or similar device, whether by contract, certificate, license, membership agreement, security use agreement or other means, whereby a user in exchange for advanced consideration, including but not limited to, registration fees, and deposits, is entitled to use of accommodations or facilities for any number of days, but not for

specific dates. Exceptions are vacation plans where the purchaser is entitled to use of accommodations for any number of days each year during five or more successive years.

79. Valet Parking

Code Reference: Chapter 7.86, sections 7.86.010 through 7.86.140

The parking of motor vehicles delivered by the drivers to other persons for the purpose of parking same where such service is performed as a business or as an incident to some business, occupation, or activity. Exceptions are the parking of motor vehicles by the employees of the manager or owner of any apartment house, boarding house, motel, hotel, if the persons delivering such motor vehicles to be parked have the right to occupy such structure for overnight sleeping purposes and such parking is in conjunction with such use.

80. Water Taxi – Boat

Code Reference: Chapter 7.80, sections 7.80.670 through 7.80.700

Any vessel used for transportation of passengers for hire, when operated by the owner, agent, or employee, at rates per mile, per trip, per hour, per day or for any other period of time during which the vessel is routed. Each vessel requires a separate license.

81. Water Taxi – Operator

Code Reference: Chapter 7.80, Sections 7.80.670 through 7.80.700

A person engaged in the business of operating a water taxi and soliciting or accepting passengers for hire within a County harbor.

82. Weed Eradicator

Code Reference: Chapter 7.90, Sections 7.90.300 through 7.90.330

A person engaged in the business of clearing lands of weeds and other unwanted growth or vegetation.

**COUNTY OF LOS ANGELES
NOTICE OF BUSINESS LICENSE FEE DUE**

This is to be paid on or before the expiration of your current license. A late payment will require a 25% penalty.
If not paid within 60 days after expiration, you must apply for a new license and pay a new application fee.

KEEP THIS UPPER PORTION
FOR YOUR RECORDS

**MAKE CHECKS PAYABLE AND MAIL TO: L.A. COUNTY TREASURER TAX COLLECTOR
P.O. Box 54970
Los Angeles, CA 90054-0970**

TYPE OF BUSINESS

LOCATION

**DUE DATE:
NO. LICENSES:
TOTAL DUE:**

PREV. LIC EXPIRES:

There will be a service charge for any check returned by the bank for
any reason. Additional penalties may apply and your license may be cancelled.

NOT TRANSFERRABLE. VOID UPON CHANGE IN OWNERSHIP OR LOCATION. COMPLETE REVERSE SIDE AND RETURN.

**COUNTY OF LOS ANGELES
NOTICE OF BUSINESS LICENSE FEE DUE**

RETURN THIS NOTICE
WITH PAYMENT

PREV. LIC EXPIRES:

**DUE DATE:
NO. LICENSES:
TOTAL DUE:**

COMPLETE REVERSE SIDE BEFORE RETURNING.

POST THIS LICENSE IN A CONSPICUOUS PLACE

LOS ANGELES COUNTY BUSINESS LICENSE**No.**

COUNTY OF LOS ANGELES - STATE OF CALIFORNIA

THE LICENSEE NAMED HEREON HAS PAID TO THE UNDERSIGNED TREASURER AND TAX COLLECTOR THE AMOUNT SHOWN AND IS HEREBY LICENCED, UNDER PROVISIONS OF COUNTY CODE TITLE 7 FOR THE PERIOD EXPIRING ON THE DATE SHOWN, TO CARRY ON THE BUSINESS OR OCCUPATION SPECIFIED, AT THE LOCATION SHOWN (IN THE CASE OF THE STATIONARY BUSINESS), OR TO OPERATE THE VEHICLE SPECIFIED. THIS LICENSE IS SUBJECT TO ANY SPECIAL CONDITIONS SHOWN AND IS VALID ONLY IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY.

LICENSEE, LOCATION-BUSINESS, OCCUPATION OR VEHICLE



DATE OF ISSUE
EXPIRATION DATE
← LICENSE FEE
← PENALTY COLLECTED

Harshad Salani
LOS ANGELES COUNTY
TREASURER AND TAX COLLECTOR

COUNTERSIGNED

DECAL/PLATE NO.

J. Tyler McCauley
COUNTY AUDITOR CONTROLLER

SPECIAL CONDITIONS

THIS LICENSE IS NOT TRANSFERABLE



ATTACHMENT IV

UNINCORPORATED AREAS AND INCORPORATED COMMUNITIES OF THE COUNTY OF LOS ANGELES FOR WHOM BUSINESS LICENSE SERVICES ARE PERFORMED

ACTON (93510)	LEON VALLEY (93551)
AGOURA HILLS (91302)***	LITTLEROCK (93543)
AGUA DULCE (91350)	LLANO (93544)
ALONDRA PARK (90260)	LONGVIEW (93553)
ALPINE (93535)	MALIBU (90265)
ALTADENA (91001)	LENNOX (90304)
ATHENS (90044)	MARINA DEL REY (90292)
AZUSA (91702)	MINT CANYON (91351)
BASSET (91746)	MONTE NIDO (91302)
BIG PINE (92397)	MONTROSE (91020)
CALABASAS (91302)***	NEWHALL (91321)
CANYON COUNTRY (91351)	OBAN (93534)
CASTAIC (91384)	PALMDALE (93550)
CATALINA ISLAND (90704)	PEARLBLOSSOM (93553)
CITY OF INDUSTRY (91746)	PICO CANYON (91321)
CHARTER OAKS (91724)	QUARTZ HILLS (93536)
CITY TERRACE (90063)	RANCHO DOMINGUEZ (90221)
CLEARWATER (91724)	ROOSEVELT (93535)
CORNELL (91301)	ROWLAND HEIGHTS (91748)
COVINA (91722)	SANBERG (93150)
DEL SUR (93534)	SAUGUS (91350)
DEL VALLE (91355)	SLAUSON (90001)
DIAMOND BAR (91765)***	SOUTH EL MONTE (91733)
EAST LOS ANGELES (90022)	SANTA CLARITA (91355)***
FAIRMONT (93534)	TOPANGA (90290)
FERNWOOD (90290)	TORRANCE (90505)
FLORENCE (90001)	UNIVERSAL CITY (91608)
GORMAN (93534)	VAL VERDE PARK (91384)
HACIENDA HEIGHTS (91745)	VALENCIA (91355)
HAWTHORNE (90250)	VALINDA (91774)
LA CRECENTA (91214)	VALYERMO (93563)
LA HABRA HEIGHTS (90631)	VIEW PARK (90043)
LA DERA HEIGHTS (90056)	WALNUT (91789)
LAKE LOS ANGELES (93550)	WESTLAKE (90057)
LANG (91350)	WESTLAKE VILLAGE (91361)***
	WHITTIER (90601)

***INCORPORATED COMMUNITIES

ATTACHMENT V

MONTHLY AVERAGE

(12 Month Period Ending February 2004)

Service	Monthly Average	Range
General Inspection	157	202 – 139
General Inspection Plus	71	100 – 58
High Profile	5	12 – 2
Photos and Diagrams	1	3 – 0
Database Updates	1	5 – 0

DATE: 03/01/2004

SAMPLE

ATTACHMENT VI

COUNTY OF LOS ANGELES
TREASURER - TAX COLLECTOR
BUSINESS LICENSE SYSTEM

REFERRAL REPORT BY ZIP
REFERRAL DATE: 03/01/2004

BUSINESS ID	CLASS CODE	OWNER NAME DOING BUSINESS AS	SITUS ADDRESS	MAILING ADDRESS	EXPIRATION DATE
122581	4040	SAUL GAMBOA PACIFIC COMMERCIAL TRUCK BODY	7811 S ALAMEDA ST LOS ANGELES 90001	7811 S ALAMEDA ST LOS ANGELES, CA 90001	01/31/2005
111706	0833	A & N SERVICE A AND N SERVICE	7831 S ALAMEDA ST LOS ANGELES 90001	7831 S ALAMEDA ST LOS ANGELES, CA 90001	01/31/2005
122470	4041	JOSE C SANDOVAL LATINO BODY SHOP	6016 S CENTRAL AVE LOS ANGELES 90001	6016 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2004
119405	0827	GENOBEO F PICAZO LOS GALLOS	6204 S CENTRAL AVE LOS ANGELES 90001	6204 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
119509	4040	ATANACIO I QUINTO QUINTOS AUTO PARTS & GENERAL	6500 S CENTRAL AVE LOS ANGELES 90001	6500 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
124010	0839	TAM'S BURGERS INC. LAUNDRY PALACE	6626 S CENTRAL AVE LOS ANGELES 90001	6626 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
129107	0554	ALEX CHANG MY LIQUOR BANK	7420 S CENTRAL AVE LOS ANGELES 90001	7420 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
121072	4040	LORIS O DEMGARDE JR LORIS AUTO REPAIR	7768 S CENTRAL AVE LOS ANGELES 90001	7768 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
121076	4040	ABEL F IBARRA EL PAISO MOFLES	7816 S CENTRAL AVE LOS ANGELES 90001	7816 S CENTRAL AVE LOS ANGELES, CA 90001	01/31/2005
112179	0554	BIG TREE WINE BIG TREE WINE	6415 S COMPTON AVE LOS ANGELES 90001	6415 S COMPTON AVE LOS ANGELES, CA 90001	01/31/2005
106295	4040	JORGE ZUNIGA AVOCADO AUTO REPAIR & TIRE	6940 COMPTON AVE LOS ANGELES 90001	6940 COMPTON AVE LOS ANGELES, CA 90001	01/31/2005
129602	0552	MIRTHA A SANCHEZ LA COSTA DE NAVARIT	7508 COMPTON AVE LOS ANGELES 90001	7508 COMPTON AVE LOS ANGELES, CA 90001	01/31/2005
129649	0554	ANN P JOLEEN REX LIQUOR & MARKET	7651 COMPTON AVE LOS ANGELES 90001	7651 COMPTON AVE LOS ANGELES, CA 90001	01/31/2005
128244	0554	MARITZA E GRAMAJO MARCY'S NUTRITION	8320 S COMPTON AVE LOS ANGELES 90001	8320 S COMPTON AVE LOS ANGELES, CA 90001	01/31/2005
108554	0554	SENG M KIM JIM'S MARKET	7411 CROCKET BLVD LOS ANGELES 90001	7411 CROCKET BLVD LOS ANGELES, CA 90001	01/31/2005
126880	4040	RODOLFO N CRUZ N & D AUTO REPAIR	1519 FIRESTONE BLVD LOS ANGELES 90001	1519 FIRESTONE BLVD LOS ANGELES, CA 90001	01/31/2005
108773	0552	TELEFORA LOPEZ EL LATINO ALEGRE	1710 E FIRESTONE BLVD LOS ANGELES 90001	1710 E FIRESTONE BLVD LOS ANGELES, CA 90001	01/31/2005
108840	0928	TELEFORA LOPEZ EL LATINO ALEGRE	1710 E FIRESTONE BLVD LOS ANGELES 90001	1710 E FIRESTONE BLVD LOS ANGELES, CA 90001	01/31/2005

**TREASURER AND TAX COLLECTOR
BUSINESS LICENSE
FIELD INSPECTION REPORT**

Date:

Time:

DBA:

Telephone Number:

Address:

City:

Zip Code:

Name of person present during inspection:

Owner's Name:

Address:

Tel. No.

City:

Zip Code:

=====

REQUIRED FIELD INSPECTION ACTIVITIES

	LIC #1	LIC #2	LIC #3	LIC #4
License Number:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account No.:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Classification Name:				
Expiration Date:	/ /	/ /	/ /	/ /
License posted in plain view?	Yes No	Yes No	Yes No	Yes No
Special conditions met?	Yes No	Yes No	Yes No	Yes No
Is business in compliance with code? (list all non-compliance below)	Yes No	Yes No	Yes No	Yes No

LIST ALL NON-COMPLIANCE CONDITIONS AND UNLICENSED ACTIVITIES BELOW

GENERAL COMMENTS

(LIST SERIAL NUMBERS OF MECHANICAL RIDES, TYPES OF COIN GAMES, NAMES OF EMPLOYEES REQUIRING A LICENSE)

I certify that the foregoing information contained in the field inspection report is accurately stated and I have given a copy of this report to the person named below.

Inspector's Signature:

ID #:

Ending time of visit:

Business Representative's Signature:

Date:

NOTICE:

THE FIELD INSPECTOR IS NOT AUTHORIZED TO ACCEPT ANY PAYMENTS FOR THE COUNTY OF LOS ANGELES. ANY ITEMS FOUND NOT IN COMPLIANCE WITH THE COUNTY BUSINESS LICENSE ORDINANCE MUST BE CORRECTED IMMEDIATELY. NON-COMPLIANCE WITH THIS ORDINANCE MAY RESULT IN THE REVOCATION OR SUSPENSION OF THE LICENSE ISSUED FOR THE ESTABLISHMENT.

**TREASURER AND TAX COLLECTOR
PHOTO AND DIAGRAM FIELD REPORT**

DATE _____ TIME OF VISIT _____

BUSINESS NAME _____ OWNER NAME _____

SITUS ADDRESS _____ CITY _____

ZIP _____ BUSINESS PHONE _____ OWNER PHONE _____

BUSINESS CLASSIFICATION _____

() OBTAIN EXTERIOR AN INTERIOR PHOTOGRAPHS

PHOTO CHECKLIST (12 Pictures)

Include the following when applicable:

(3) EXTERIOR

Entrance ()
Business Sign ()
Parking Area ()

(9) INTERIOR

Entrance () Kitchen ()
Seating () Stage ()
Bar () Dance Floor ()
Dining () Exits ()

Include Unique Features: Pool Tables, Arcade Booths, Private Patrol Uniforms, Vehicles, etc.()

DIAGRAM CHECKLIST (2 Drawings)

INTERIOR (1)

Entrance ()	Exits ()	Restrooms ()
Stage ()	Bar ()	Dance Floor ()
Store Rooms ()	Private Rooms ()	Interior Dimensions ()
		Additional Features ()

EXTERIOR (1)

Outside Street and Adjacent Building()

SPECIAL COMMENTS:

(Indicate any activities not covered under the existing or newly applied for license)

(Specific finding of investigation)

INSPECTOR'S NAME _____ **IDENTIFICATION NUMBER** _____

DATE COMPLETED _____ **ENDING TIME OF VISIT** _____

EXHIBIT B**BUSINESS LICENSE FIELD INSPECTION SERVICES****PRICING SCHEDULE
NUÑEZ & Associates, Inc.**

1. FIELD INSPECTION AND FIELD INSPECTION REPORT	Rate Per Inspection
A. GENERAL INSPECTION	\$25.80
B. GENERAL INSPECTION PLUS	\$25.80
C. HIGH PROFILE INSPECTION	\$25.80
2. PHOTOGRAPHS AND DIAGRAMS (of Interior and exterior of business premises)	Rate Per Site
A. PHOTOGRAPHS AND DIAGRAMS	\$89.95
3. DATABASE UPDATE SERVICES WITH MONTHLY REPORT (identification of unlicensed business activities)	Rate Per Unlicensed Activity Identified
A. DATABASE UPDATE SERVICES	\$30.45

EXHIBIT C

TECHNICAL EXHIBITS

EXHIBIT C
TECHNICAL EXHIBITS
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TECHNICAL EXHIBT 1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2
BUSINESS LICENSE FIELD INSPECTION SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION (AQL)%	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	None	Inspection & Observation.	\$50 per occurrence.
Contract: Paragraph 7.0 Contract Manager	Notify TTC of changes, with resume, within 5 working days.	None	Complaints.	\$50 per day that notification is late.
Contract: Paragraph 7.0 Administration of Contract	Replacement of unacceptable Contract personnel within one (1) business day.	None	On site inspection & observation, user complaint(s).	\$100 per employee per occurrence of non-replacement/removal.
Contract: Paragraph 7.4 Background and Security Investigation	Employee Background Checks.	None	Complaints, spot checks of assigned personnel.	\$1000 per incident of non-compliance.
Contract: Paragraph 7.5 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to TTC within 3 working days.	None	Review of reports; complaints.	\$100 per day per employee when form is not signed. \$1000 per unauthorized release of information.
Contract: Sub-paragraph 8.9.3 Compliance with County's Living Wage Program	Contractor shall submit to the County certified monitoring reports by the 15 th of the month following the reporting period.	None	Receipt of reports. Date stamp reports when received.	\$100 per calendar day will be assessed until receipt of complete and accurate reports within required time frame.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION (AQL)%	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-paragraph 8.9.6 Compliance with County's Living Wage Program	Distribute COUNTY provided notices to employees.	None	Observation and employee report.	\$100 per occurrence.
Contract: Sub-paragraph 8.9.8 Compliance with the County's Living Wage Program	Any change in staff, Contractor is to provide County with a revised staffing plan immediately.	None	Observation & monthly monitoring report.	\$100 per occurrence.
Contract: Paragraph 8.25 and 8.26 Insurance	Maintain required insurance policies.	None	Receipt and review of insurance information.	\$100 per day; Contract termination at TTC's option.
Contract: Paragraph 8.41 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.41.	None	Inspection of files.	\$50 per occurrence.
Contract: Paragraph 8.41 Record Retention and Inspection/Audit Settlement	Provide required statements according to schedule.	1 business day late.	Review of reports.	\$50 per each day that report is late.
Contract: Paragraph 8.43 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection & Observation.	\$100 per occurrence; possible termination for default of contract.
SOW: Paragraph 4.0 Required Reports & Invoices	Provide TTC with required reports according to schedule.	1 business day late.	Receipt of reports, report log-in.	\$50 per day late per report. \$50 per incomplete/inaccurate report.
SOW: Paragraph 5.0 Complaints	Complaints are received, logged, investigated and reports submitted as required.	None	On site audits; analyze management reports (e.g. report log-ins); review complaints.	\$50 points per substantiated complain incident. \$50 per report per day late.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION (AQL)%	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 6.0 Quality Control	A written Quality Control Plan must be maintained and provided as required.	1 business day late.	Receipt and review of plan.	\$50 per each day late. \$100 if Plan is incomplete.
SOW: Sub-paragraph 7.1 Meetings	Contractor's representative to attend scheduled meetings.	None	Attendance	\$50 per occurrence.
SOW: Paragraph 9.7 Identification Badges	Contract Personnel must display badge prominently. on upper part of their body.	None	On site inspection & observation.	\$50 per day per employee.
SOW: Paragraph 9.5 & 9.6 Field Personnel	Field Inspection personnel shall maintain a high standard of conduct.	None	Complaints, spot checks of assigned personnel.	\$50 per substantiated incident or complaint.
SOW: Paragraph 11.1, 11.2, 11.3, & 11.4 Field Inspection Reports; Photo and Diagram Field Reports	Provide TTC with completed Field Inspection Reports and Photo and Diagram Field Reports on schedule.	1 business day late.	Receipt of Reports, report log-in.	\$50 per day late per report. \$100 per incomplete/inaccurate report.
Sow: Paragraph 11.4 Photos and Diagrams	Provide clear photos and accurate diagrams that show required areas and are submitted on schedule.	1 business day late.	Log in of report, physical review of photos/diagrams.	\$50 per incident of unclear/inaccurate photos and diagrams, plus Contractor to provide new clear/accurate photos and diagrams with 5 business days.

1440 N. Harbor Blvd., Suite 800, Fullerton, CA 92835

33-0784146

Internal Revenue Service Employer Identification Number

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Ryan Nuñez Office Manager

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:

Name: Steven Jimenez
Title: Assistant Operations Chief
Address: 225 North Hill Street, Room 109
Los Angeles, California 90012
Telephone: (213) 974-0782
Facsimile: (213) 633-5014
E-Mail Address: sjimenez@co.la.ca.us

COUNTY CONTRACT MONITOR:

Name: Joseph Dangerfield
Title: Supervising Tax and License Inspector
Address: 225 North Hill Street, Room 109
Los Angeles, California 90012
Telephone: (213) 974-2151
Facsimile: (213) 633-5427
E-Mail Address: jdangerrf@co.la.ca.us

CONTRACTOR'S ADMINISTRATION

NUÑEZ & Associates, Inc
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: Elena G. Nuñez
Title: President
Address: 1440 N. Harbor Blvd., #800
Fullerton, CA 92835
Telephone: (714) 449-3322
Facsimile: (714) 447-8500
E-Mail Address: Nunez@Nunez1.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Ryan Nuñez
Title: Office Manager
Address: 1440 N. Harbor Blvd., #800
Fullerton, CA 92835
Telephone: (714) 449-3322
Facsimile: (714) 447-8500
E-Mail Address: Nunez@Nunez1.com

Name:
Title:
Address:

Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address: 1440 N. Harbor Blvd., #800
Fullerton, CA 92835
Telephone: (714) 449-3322
Facsimile: (714) 447-8500
E-Mail Address: Nunez@Nunez1.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**CONTRACT FOR
BUSINESS LICENSE FIELD INSPECTION SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
BUSINESS LICENSE FIELD INSPECTION SERVICES
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

PROP A - LIVING WAGE PROGRAM DOCUMENTS

- K LIVING WAGE ORDINANCE
- L MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT
PAYMENTS - INTENTIONALLY OMITTED
- M PAYROLL STATEMENT OF COMPLIANCE - INTENTIONALLY
OMITTED

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

TITLE 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

TITLE 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.

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- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

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"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT II

County of Los Treasurer and Tax Collector
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Business Licenses Field Inspection Services

County Cost

Direct

Salaries

Position	Monthly Salary	No. Of Positions	No. Of Months	Annual Salary	Total
Tax & License Field Inspector	\$ 3,770.00	1.85	12	\$ 83,694	
Supvg. Tax & License Field Inspecto	\$ 4,187.82	0.15	12	\$ 7,538	
		2.00		91,232	
Less Salary Variance	3.345%			<u>(3,052)</u>	
Sub-Total Salaries				88,180	
Employee Benefits	46.9680%			<u>41,416</u>	
Total Salaries and Employee Benefits					\$ 129,596

Services & Supplies

Description	Monthly Cost	No. Of Months	Total
Supplies	\$ 33.33	12	400
Pagers (\$2.15/mo x 2)	4.30	12	52
Mileage (700 mi/mo @ \$.325/mi x 2)	455.00	12	5,460
Parking (\$1.50/mo x 2)	3.00	12	<u>36</u>
Total Services & Supplies			\$5,912

Equipment

Description	Monthly Cost	No. Of Months	Total
Equipment - One-Time Start Up			<u>768</u>
Total Equipment			\$768

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs \$ 136,276

Contracting Costs

Direct

Contract Cost \$100,000

Indirect Costs

Contract Monitoring 0

Total Contract Cost \$100,000

Estimated Savings from Contracting

\$ 36,276

(Avoidable Costs Less Contract Costs)

26.62%

PROPOSER MAILING LIST

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**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS
BUSINESS LICENSE FIELD INSPECTION SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Yoakum Investigations		Millennium Financial Corporation		CBIZ Accounting, Tax and Advisory of Orange County, Inc.		Nuñez & Associates, Inc.	
CULTURAL/ETHNIC COMPOSITION	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership
OWNERS/PARTNERS:								
Black/African American								
Hispanic/Latin American			1	50%			1	100%
Asian American			1	50%				
American Indian/Alaskan	1	100%						
All others					8	100%		
Women (included above)	1	100%	1	50%			1	100%
MANAGERS:								
Black/African American								
Hispanic/Latin American		1				2		1
Asian American				1		3		
American Indian/Alaskan		1						
All others						14		1
Women (included above)		2		1		8		0
STAFF:								
Black/African American								
Hispanic/Latin American		5		1		5		2
Asian American						10		5
American Indian/Alaskan		2				5		
All others						41		3
Women (included above)		5		1		34		3
TOTAL NUMBER OF EMPLOYEES		10		4		88		13
BUSINESS STRUCTURE	Sole Proprietorship		Corporation		Corporation		Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	Yes		Yes		Yes		Yes	

REQUIRED FORMS - EXHIBIT 4

EMPLOYEE BENEFITS**Medical Insurance/Health Plan:**Employer Pays \$ 274.00 Employee Pays \$ -0- Total Mo. Premium \$ 274.00 average/employ

Annual Deductible

Employee \$ -0- Family \$ -0-

Coverage (✓)

☒ Hospital Care (In Patient ☒ Out Patient ☒
☒ X-Ray and Laboratory
☒ Surgery
☒ Office Visits
☒ Pharmacy (employees pay \$10 co-pay)
☒ Maternity
☒ Mental Health/Chemical Dependency, In Patient
☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:Employer Pays \$ 39.00 Employee Pays \$ -0- Total Mo. Premium \$ 39.00**Life Insurance:**Employer Pays \$ 21.27 Employee Pays \$ -0- Total Mo. Premium \$ 21.27**Vacation:**Number of Days 10 andAny increase after 5 years of employment, number of days or hours 5 days**Sick Leave:**Number of Days 5 andAny increase after -0- years of employment, number of days or hours -0-**Holidays:**Number of Days 7 per year**Retirement:**Employer Pays \$ 4% of Employee Pays \$ -0- Total Premium \$ -0-
wages (voluntary employer match)

Note: Employees contribute any amount up to 15%, depending on changing IRS REGULATIONS.
(employee contributions are voluntary)